

# PHA Plans

5 Year Plan for Fiscal Years 2000 - 2004  
Annual Plan for Fiscal Year 2002

**NOTE: THIS PHA PLANS TEMPLATE (HUD 50075) IS TO BE COMPLETED IN  
ACCORDANCE WITH INSTRUCTIONS LOCATED IN APPLICABLE PIH NOTICES**

**February 27, 2002 – Rev 02**

# **ADDENDUM 3 TO DWELLING LEASE**

## **Housing Authority of the City of High Point High Point, North Carolina**

### **Grievance Policy and Procedures**

#### **1. Right to a Hearing**

Upon filing of a written or verbal request as provided herein, a complainant shall be entitled to an informal hearing or a formal hearing before the Hearing Officer.

#### **2. Definitions**

**Grievance** shall mean any dispute which a resident may have with respect to PHA action or failure to act in accordance with resident's lease or PHA regulation which adversely affect the individual resident's rights, duties, welfare or status.

**Complainant** shall mean any resident whose grievance is presented to the PHA and requesting an informal settlement as defined or a formal hearing before the Hearing Officer.

**Elements of due process** shall mean an eviction action or a termination of residency in a State or local court in which the following procedural safeguards are required:

- a. Adequate notice to the resident of grounds for terminating the residency and for eviction.
- b. Opportunity for the resident to examine all relevant documents, records and regulations of the PHA prior to the trial for the purpose of preparing defense.
- c. Right of the resident to be represented by counsel at the expense of the resident.
- d. Opportunity for the resident to refute the evidence presented by the PHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the resident may have.
- e. A decision of the merits.

**Hearing Panel** shall mean a Panel selected as follows:

- a. One panelist shall be a member of the Board of Commissioners of the Housing Authority of the City of High Point, or a local minister. The Chairman of the Panel shall be selected by the Director of Management.
- b. One member shall be appointed by a list of residents selected by the Resident Council Association (RCA). This list shall contain one resident from each project who will serve on a rotating basis in alphabetical order. The complainant will have the privilege of rejecting the first two names, and can request further rejection for reasonable cause. The Chairman of the Hearing Panel shall make the decision in the event of a challenge for cause.
- c. The PHA will provide one Panel member at their discretion, but the panel member shall not be a member of the staff under the employ of the PHA.

**Resident** shall mean the adult person (or persons, other than a live in aide):

- a. Who resides in the unit, and who executed the lease with the PHA as lessee of the dwelling unit, or if no such person now resides in the unit;
- b. Who resides in the unit, and is the remaining head of household of the resident family residing in the dwelling unit.

**Resident Organization** includes a resident management corporation.

### **3. Procedure prior to a hearing.**

Any grievance may be personally presented either orally or in writing to the PHA office so that the grievance may be discussed informally and possibly settled without a hearing. A summary of such discussion shall be prepared within a reasonable time and one copy shall be given to the resident and one retained in the PHA's resident file. The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a hearing may be obtained if the complainant is not satisfied.

### **4. Procedure to obtain a hearing.**

**Request for hearing.** The complainant shall submit a written request for a hearing to the PHA or the project office within a reasonable time after receipt of the summary discussion in the informal settlement of grievance. For a grievance under the expedited grievance procedure, (the informal settlement if not applicable) the complainant shall submit such request at such time as is specified by the PHA for a grievance under the expedited grievance procedure. The written request shall specify:

- a. The reason of the grievance; and
- b. The action of relief sought;
- c. Selection of Hearing Officer.

*The Hearing shall be appointed from by a list of residents selected by the Resident Council Associations (RCAs) of the public housing communities. This list shall contain one resident from each project who will serve on a rotating basis in alphabetical order.*

*A grievance hearing shall be conducted by an impartial person. The Hearing Officer may not serve on a hearing when the complainant is a resident in the community in which the Hearing Officer is also a resident.*

*The complainant may reject the Hearing Officer selected to hear his or her grievance. In event this occurs, the next person to serve as the Hearing Officer on the list shall hear the grievance without further opportunity for rejection by the complainant.*

**Failure to request a hearing.** If the complainant does not request a hearing, then the PHA's disposition of the grievance under the informal settlement procedure shall become final, provided that failure to request a hearing shall not constitute a waiver by the complainant of his right thereafter to contest the PHA's action in disposing of the complaint in an appropriate judicial proceeding.

**Hearing Prerequisite.** All grievances shall be personally presented, either orally or in writing, pursuant to the informal procedure as a condition precedent to a hearing under this section,

provided, that if the complainant shows good cause why he failed to proceed in accordance with the informal settlement procedure to the Hearing Officer, the provisions of the subsection may be waived by the Hearing Officer.

**Escrow deposit.** Before hearing any grievance involving an amount of rent, the complainant shall pay to the PHA, an amount equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The complainant shall thereafter deposit the same amount of the monthly rent in an escrow amount until the complaint is resolved by decision of the Hearing Officer. These requirements may be waived by the PHA in extenuating circumstances. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure, provided, that failure to make payment shall not constitute a waiver of any right the complainant may have to contest the PHA's disposition of his grievance in any appropriate judicial proceeding.

**Scheduling of hearings.** Upon the complainant's compliance with the above paragraphs of this section, a hearing shall be scheduled by the Hearing Officer promptly for a time and place reasonably convenient to both the complainant and the PHA. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the complainant and the PHA official.

## **5. Procedures governing the hearing**

- a. The hearing shall be held before a hearing officer as appropriate.
- b. The complainant shall be afforded a fair hearing, which shall include:

The opportunity to examine before the grievance hearing any PHA documents, including records and regulations, that are directly relevant to the hearing. The resident shall be allowed to copy any such document at the resident's expense. If the PHA does not make the document available for examination upon request by the complainant, the PHA may not rely on such document at the grievance hearing.

The right to be represented by counsel or other person chosen as the resident's representative, and to have such person make statements on the resident's behalf.

The right to a private hearing unless the complainant request a public hearing.

The right to present evidence and arguments in support of the resident's complaint, to controvert evidence relied on by the PHA or project management, and to confront and cross-examine all witnesses upon whose testimony of information the PHA or project management relied.

A decision based solely and exclusively upon the facts presented at the hearing.

- c. The Hearing Officer may render a decision without proceeding with the hearing if the Hearing Officer determines that the issue has been previously decided in another proceeding.
- d. If the complainant or the PHA fails to appear at a scheduled hearing the Hearing Officer may make a determination to postpone the hearing for a time not to exceed five (5) business days or make a determination that the party has waived his right to a hearing. Both the complainant and the PHA shall be notified of the determination by the Hearing Officer, provided that a determination that the complainant has waived his right to a hearing shall not constitute a waiver of any right the complainant may have to contest the PHA's disposition of the grievance in an appropriate judicial proceeding.

- e. At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the PHA must sustain the burden of justifying the PHA action or failure to act against which the complaint is directed.
- f. The hearing shall be conducted informally by the Hearing Officer and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Hearing Officer shall require the PHA, the complainant's counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interest of the disorderly party and granting denial of the relief sought, as appropriate.
- g. The complainant or the PHA may arrange in advance and at the expense to the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy or such transcript.
- h. Accommodation of persons with disabilities.

The PHA must provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language, interpreter, readers, and accessible location of attendants.

If the resident is visually impaired, any notice to the resident that is required under the subpart must be in accessible format.

## **6. Decision of the Hearing Officer**

- a. The Hearing Officer shall prepare a written decision, together with the reasons therefore, within a reasonable time after the hearing. A copy of the decision shall be sent to the complainant and the PHA. The PHA shall retain a copy of the decision in the resident's folder. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the PHA and made available for inspection by a prospective complainant, his representative, or the Hearing Officer.
- b. The decision of the Hearing Officer shall be binding on the PHA which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the PHA Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination, that:

The grievance does not concern PHA action or failure to act in accordance with or involving the complainant's lease on PHA regulations, which adversely affect the complainant's rights, duties, welfare or status;

The decision of the Hearing Officer is contrary to applicable Federal, State or local law, HUD regulations or requirements of the annual contributions contract between HUD and the PHA.

- c. A decision by the Hearing Officer or Board of Commissioners in favor of the PHA or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the complainant may have to a trial *denora* or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

## **7. PHA Eviction Actions**

If a resident has requested a hearing in accordance with the grievance procedure as above outlined on a complaint involving a PHA notice of termination of the tenancy and the Hearing Officer upholds the PHA's action to terminate the tenancy, the PHA shall not commence an eviction action in a State or local court until it has served a notice to vacate on the resident, and in no event shall the notice to vacate be issued prior to the decision of the Hearing Officer having being mailed or delivered to the complainant. Such notice to vacate must be in writing and specify that if the resident fails to quit the premises within the applicable statutory period, or on the termination date appropriate action will be brought against him and he may be required to pay court costs and attorney fees.

## **8. Applicability**

The PHA grievance procedure shall be applicable (except in those jurisdictions which require that prior to eviction a resident be given a hearing in court containing the elements of due process) to all individual grievances as defined in Section 2-A of this grievance procedure.

The term due process determination means a determination by HUD that law of the jurisdiction requires that the resident must be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from the dwelling unit. If HUD has issued a due process determination, a PHA may exclude from the PHA administrative grievance procedure under this subpart any grievance concerning a termination of tenancy or eviction that involves:

- a. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises or other residents or employees of the PHA, or
- b. Any drug related criminal activity on or near such premises.

If HUD has issued a due process determination, the PHA may evict the occupants of the dwelling unit through the judicial eviction procedures which are the subject of the determination. In this case, the PHA is not required to provide the opportunity for a hearing under the PHA's administrative grievance procedure.

The PHA's grievance procedure shall not be applicable to disputes between residents not involving the PHA or to class grievance. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and the PHA's Board of Commissioners.

When the PHA is not required to offer a resident the opportunity for a hearing under the grievance procedure and the PHA has decided to exclude such grievance from the PHA grievance procedure, the notice of termination shall:

- a. State that the resident is not entitled to a grievance hearing on the termination;
- b. Specify the judicial eviction procedure to be used by the PHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and
- c. States whether the eviction is for criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity.

**PHA Plan  
Agency Identification**

**PHA Name:** Housing Authority of the City of High Point

**PHA Number:** NC006

**PHA Fiscal Year Beginning: (mm/yyyy)** 01/2002

**Public Access to Information**

**Information regarding any activities outlined in this plan can be obtained by contacting: (select all that apply)**

- ☒ Main administrative office of the PHA
- ☐ PHA development management offices
- ☐ PHA local offices

**Display Locations For PHA Plans and Supporting Documents**

The PHA Plans (including attachments) are available for public inspection at: (select all that apply)

- ☒ Main administrative office of the PHA
- ☐ PHA development management offices
- ☐ PHA local offices
- ☒ Main administrative office of the local government
- ☐ Main administrative office of the County government
- ☐ Main administrative office of the State government
- ☐ Public library
- ☐ PHA website
- ☐ Other (list below)

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

- ☒ Main business office of the PHA
- ☐ PHA development management offices
- ☐ Other (list below)

**5-YEAR PLAN**  
**PHA FISCAL YEARS 2000 - 2004**  
[24 CFR Part 903.5]

**A. Mission**

State the PHA's mission for serving the needs of low-income, very low income, and extremely low-income families in the PHA's jurisdiction. (select one of the choices below)

- ☐ The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.
- ☒ The PHA's mission is: (state mission here)  
The mission of the Housing Authority of the City of High Point is to provide eligible families and individuals with adequate housing, economic advancement and homeownership opportunities without discrimination.

**B. Goals**

The goals and objectives listed below are derived from HUD's strategic Goals and Objectives and those emphasized in recent legislation. PHAs may select any of these goals and objectives as their own, or identify other goals and/or objectives. Whether selecting the HUD-suggested objectives or their own, **PHAS ARE STRONGLY ENCOURAGED TO IDENTIFY QUANTIFIABLE MEASURES OF SUCCESS IN REACHING THEIR OBJECTIVES OVER THE COURSE OF THE 5 YEARS.** (Quantifiable measures would include targets such as: numbers of families served or PHAS scores achieved.) PHAs should identify these measures in the spaces to the right of or below the stated objectives.

**HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.**

- ☒ PHA Goal: Expand the supply of assisted housing  
Objectives:
- ☒ Apply for additional rental vouchers: 50 vouchers per year in accordance with current NOFA requirements.
  - ☒ Reduce public housing vacancies: Rate of no more than 1% in elderly designated developments by lowering the age requirement to 55, combining efficiency apartments to make 1 and 2 bedroom units and extending outreach.
  - ☒ Leverage private or other public funds to create additional housing opportunities: \$ 2 - 3 million
  - ☒ Acquire or build units or developments Secure additional property for homeownership development at a rate of 50 units per year.
  - ☐ Other (list below)
- ☒ PHA Goal: Improve the quality of assisted housing  
Objectives:



- ☒ Improve public housing management: (PHAS score) 100%
  - ☒ Improve voucher management: (SEMAP score) 100%
  - ☒ Increase customer satisfaction: additional customer service training for staff
  - ☒ Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections) additional in house and industry specific staff training
  - ☒ Renovate or modernize public housing units: air condition all public housing units
  - ☐ Demolish or dispose of obsolete public housing:
  - ☐ Provide replacement public housing:
  - ☐ Provide replacement vouchers:
  - ☐ Other: (list below)
- ☒ PHA Goal: Increase assisted housing choices
- Objectives:
- ☒ Provide voucher mobility counseling: continue to improve the dissemination of availability of rental data during voucher briefings
  - ☒ Conduct outreach efforts to potential voucher landlords. Periodic meetings with existing and potential landlords in addition to targeted mailings.
  - ☒ Increase voucher payment standards Continue to adjust payment standards to match and/or exceed by 10%, the current FMRs.
  - ☒ Implement voucher homeownership program:
  - ☒ Implement public housing or other homeownership programs: Continue to emphasis the sale and marketing of existing 5h homes and other public housing units suitable for homeownership.
  - ☐ Implement public housing site-based waiting lists:
  - ☐ Convert public housing to vouchers:
  - ☐ Other: (list below)

### **HUD Strategic Goal: Improve community quality of life and economic vitality**

- ☒ PHA Goal: Provide an improved living environment
- Objectives:
- ☒ Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments: Continue a monthly review of goals vs. rental data and the use of such data in marketing available units.
  - ☒ Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments: A minimum of 40% of all families assisted by public

housing will be required to be extremely low income, however, marketing activities and associated measurements and restrictions will recognize the PHA homeownership goals in developments suitable for homeownership.

- ☒ Implement public housing security improvements: Review and maintenance of existing PHA locking hardware, exterior lighting, supplemental patrols by local law enforcement agencies, the encouragement and support of neighborhood watch programs plus funding and maintenance of various youth programs.
- ☒ Designate developments or buildings for particular resident groups (elderly, persons with disabilities) Developments NC006003 and NC006008 are designated for elderly only, however, the PHA will seek to provide for admission to include near elderly, age 55 - 61.
- ☐ Other: (list below)

**HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals**

☒ PHA Goal: Promote self-sufficiency and asset development of assisted households

Objectives:

- ☒ Increase the number and percentage of employed persons in assisted families: Currently, 847 individuals reside in public housing developments who are between the ages of 17 and 62 which are not otherwise disabled. Of this total, 369 or approximately 45%, have some form of earned income. There are 1007 individuals residing in those families assisted under the Section 8 HCV program between the ages of 17 and 62 that are not otherwise disabled. Approximately, 57% of these individuals, or 578, have some form of earned income. By the end of 2002, the PHA would expect to see the percentage of individuals with earned income increase to 50% for public housing and 60% for section 8 housing choice vouchers.
- ☒ Provide or attract supportive services to improve assistance recipients' employability: The PHA operates a HUD sanctioned Moving-To-Work (MTW) program that receives the support of the Employment Security Commission, Guilford Technical Community College, Job Link, and the Guilford County Workforce Board.
- ☒ Provide or attract supportive services to increase independence for the elderly or families with disabilities. Continue existing Certified Nursing Assistant training and Congregate Housing Program.
- ☐ Other: (list below)

**HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans**

- ☒ PHA Goal: Ensure equal opportunity and affirmatively further fair housing  
Objectives:
- ☒ Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability: Provide for tracking of all assisted families and marketing activities to new families by computer. Provide outreach efforts to diversified families and where necessary, advertisement concerning the availability of housing, opening and closing of waiting list and/or other marketing efforts in local non-minority and minority operated newspapers.
  - ☒ Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability: Achieve the mission of the PHA, including marketing management, community service, maintenance, modernization, and financial administration equally, in accordance with approved policies and procedures and without discrimination.
  - ☒ Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required: In accordance with Section 504 and the Fair Housing Amendments Act of 1988, the PHA has and/or will, make structural modifications to its dwelling and non-dwelling facilities, make reasonable accommodations, or a combination of both to permit individuals and families with disabilities to take advantage of the housing programs administered by the PHA; however, in making reasonable accommodations or structural modifications for otherwise qualified person(s) with disabilities, the PHA is not required to (1) make each of its existing facilities accessible or make structural alternatives when other methods can be demonstrated to achieve the same effect, (2) make structural alterations that required the removal or altering of a load bearing member, (3) provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level and (4) take any action that would result in a fundamental alteration in the nature of the program. The PHA will conslut with a local advocacy group for disabilities to better address the needs of persons with all varieties of disabilities.
  - ☐ Other: (list below)

**Other PHA Goals and Objectives: (list below)**

**Annual PHA Plan**  
**PHA Fiscal Year 2000**  
[24 CFR Part 903.7]

**i. Annual Plan Type:**

Select which type of Annual Plan the PHA will submit.

☒ **Standard Plan**

**Streamlined Plan:**

- ☐ **High Performing PHA**
- ☐ **Small Agency (<250 Public Housing Units)**
- ☐ **Administering Section 8 Only**

☐ **Troubled Agency Plan**

**ii. Executive Summary of the Annual PHA Plan**

[24 CFR Part 903.7 9 (r)]

Provide a brief overview of the information in the Annual Plan, including highlights of major initiatives and discretionary policies the PHA has included in the Annual Plan.

The Housing Authority of the City of High Point updated it's Admissions and Public Housing policy, Tenant Selection and Assignment plan, Public Housing Dwelling Lease Agreement (plus amendments) and it's Section 8 Administrative Plan during the fiscal year 2000. The agency further modified it's Moving To Work Action Plan, it's Procurement and Disposition Plan, and it's Homeownership Plan during the fiscal year of 2001. Work continues and should be completed prior to the end of 2001 on updates to the agency's Personnel Policy and a consolidation of it's Maintenance Plan and Procedures.

This plan addresses a number of issues with which the Authority is concerned with. These include, but are not limited to:

1. Equal opportunity and affirmative fair housing activities;
2. Addressing the housing needs of our community;
3. Maintaining responsible, accurate and detailed fiscal record-keeping and the full accountability of all agency funds;
4. Providing for suitable counseling to assisted families relative to developing a household budget, meeting household obligations (especially rent, utility and/or mortgage payments), the establishment and maintenance of a clean, safe and sanitary environment for their family, and home ownership responsibilities.

5. Providing for regular building, apartment and site inspections, including suitable maintenance of property and equipment allowing for accommodations of families and individuals that are safe, decent, clean and affordable;
6. Both to achieve and maintain the highest possible performance ratings with respect to resident satisfaction, management performance, financial responsibility, and care of physical property;
7. Provide and/or secure the availability of a wide range of community services as may be needed by the diverse resident population, included, but not limited to the youth, elderly, disabled and economically disadvantaged;
8. Increase security measures in and around public housing communities and target a reduction in all types of crime in these neighborhoods and to promote safe neighborhoods;
9. Improve the marketability of it's public housing units by providing, through the responsible application of it's capital fund program amenities similar to those provided to private assisted and non assisted housing in the community; and.
10. Enhance the public image of the Authority by focusing on positive achievements of the families assisted by the agency.

Major initiatives to be undertaken during the 2002 fiscal year include the continuation and expansion of the agency's 5(H) Homeownership and outright purchase Homeownership programs, the selection of contractors and the commencement of construction for development under the HOPE VI program, economic improvement for families through the PHA's MTW program, especially for those families determined eligible to relocate back to properties revitalized through the HOPE VI program and the preparation/submission of a new HOPE VI application for the Authorities two oldest assisted developments.

### **iii. Annual Plan Table of Contents**

[24 CFR Part 903.7 9 (r)]

Provide a table of contents for the Annual Plan, including attachments, and a list of supporting documents available for public inspection.

#### **Table of Contents**

	<u>Page #</u>
<b>Annual Plan</b>	
i. Executive Summary	1
ii. Table of Contents	
1. Housing Needs	6
2. Financial Resources	12

3. Policies on Eligibility, Selection and Admissions	14
4. Rent Determination Policies	24
5. Operations and Management Policies	30
6. Grievance Procedures	31
7. Capital Improvement Needs	31
8. Demolition and Disposition	34
9. Designation of Housing	35
10. Conversions of Public Housing	36
11. Homeownership	38
12. Community Service Programs	42
13. Crime and Safety	45
14. Pets (Inactive for January 1 PHAs)	47
15. Civil Rights Certifications (included with PHA Plan Certifications)	47
16. Audit	47
17. Asset Management	47
18. Other Information	48

### Attachments

Indicate which attachments are provided by selecting all that apply. Provide the attachment's name (A, B, etc.) in the space to the left of the name of the attachment. Note: If the attachment is provided as a **SEPARATE** file submission from the PHA Plans file, provide the file name in parentheses in the space to the right of the title.

#### Required Attachments:

- ☒ Admissions Policy for Deconcentration
- ☒ FY 2000 Capital Fund Program Annual Statement
- ☐ Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY)

#### Optional Attachments:

- ☒ PHA Management Organizational Chart
- ☐ FY 2000 Capital Fund Program 5 Year Action Plan
- ☒ Public Housing Drug Elimination Program (PHDEP) Plan
- ☒ Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text)
- ☐ Other (List below, providing each attachment name)

NC006A02.DOC - Public Housing Admissions & Occupancy Policy/Tenant Selection and Assignment Plan.

NC006B02.DOC - Implementation of Community Service Requirements

NC006C02.DOC - Section 8 Administrative Plan

NC006D02.DOC - Public Housing Drug Elimination Program Plan

NC006E02.DOC - Public Housing Dwelling Lease Agreement

NC006F02.DOC - Public Housing Dwelling Lease Addendum 1 - Trespass policy

NC006G02.DOC - Public Housing Dwelling Lease Addendum 2 - Pet policy

NC006H02.DOC - Public Housing Dwelling Lease Addendum 3 - Grievance Procedure  
 NC006I02.DOC - Rent Burden Analysis  
 NC006J02.DOC - Identification of Resident Board Member  
 NC006K02.DOC - List of Resident Advisory/Council Members  
 NC006L02.DOC - Family Self Sufficiency Policy  
 NC006M02.DOC - Maintenance Policy & Program  
 NC006N02.XLS - Maintenance Activity Schedule  
 NC006O02.DOC - 1998 CFP, Annual Statement/Performance Evaluation Report  
 NC006P02.DOC - 1999 CFP, Annual Statement/Performance Evaluation Report  
 NC006Q02.DOC - 2000 CFP, Annual Statement/Performance Evaluation Report  
 NC006R02.DOC - 2001 CFP, Annual Statement/Performance Evaluation Report  
 NC006S02.DOC - 2002 CFP, Annual Statement/Performance Evaluation Report  
 NC006T02.DOC - 2002 RHF, Annual Statement/Performance Evaluation Report  
 NC006U02.DOC - Organization Chart  
 NC006V02.DOC - 2002 Annual Plan and 5-Year Plan (2000 – 2004)  
 NC006W02.DOC - Statement of Progress in Meeting the 5-Year Goals and Missions Statement  
 NC006X02.DOC – Deconcentration and Income Mixing Analysis  
 NC006Y02.DOC - Homeownership Policy  
 NC006Z02.DOC – Assessment for voluntary conversion of public housing to tenant-based assistance

### Supporting Documents Available for Review

Indicate which documents are available for public review by placing a mark in the “Applicable & On Display” column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
X	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	5 Year and Annual Plans
X	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI))) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public Housing Deconcentration and Income Mixing Documentation:	Annual Plan: Eligibility, Selection, and Admissions Policies
X	1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/99 <i>Quality Housing and Work Responsibility Act Initial Guidance; Notice</i> and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	
X	Public housing rent determination policies, including the methodology for setting public housing flat rents <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development <input type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures <input type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
X	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs



<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
X	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	Annual Plan: Conversion of Public Housing
X	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
	Policies governing any Section 8 Homeownership program <input type="checkbox"/> check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
X	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
X	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
X	The most recent Public Housing Drug Elimination Program (PHDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
X	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)
X	PHA's Follow-Up Plan from the annual resident satisfaction survey conducted by REAC	

## **1. Statement of Housing Needs**

[24 CFR Part 903.7 9 (a)]

### **A. Housing Needs of Families in the Jurisdiction/s Served by the PHA**

Based upon the information contained in the Consolidated Plan/s applicable to the jurisdiction, and/or other data available to the PHA, provide a statement of the housing needs in the jurisdiction by completing the following table. In the "Overall" Needs column, provide the estimated number of renter families that have housing needs. For the remaining characteristics, rate the impact of that factor on the housing needs for each family type, from 1 to 5, with 1 being "no impact" and 5 being "severe impact." Use N/A to indicate that no information is available upon which the PHA can make this assessment.

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Afford- ability	Supply	Quality	Access- ibility	Size	Loca- tion
Income <= 30% of AMI	2743	5	5	N/A	N/A	5	5
Income >30% but <=50% of AMI	2298	5	5	N/A	N/A	5	5
Income >50% but <80% of AMI	2906	3	3	N/A	N/A	3	3
Elderly	1721	4	4	N/A	N/A	4	4
Families with Disabilities	50	5	5	N/A	N/A	5	5
Race/Ethnicity	3841	N/A	N/A	N/A	N/A	N/A	N/A
Race/Ethnicity							
Race/Ethnicity							
Race/Ethnicity							

What sources of information did the PHA use to conduct this analysis? (Check all that apply; all materials must be made available for public inspection.)

- ☒ Consolidated Plan of the Jurisdiction/s  
Indicate year: 1995-2000
- ☒ U.S. Census data: the Comprehensive Housing Affordability Strategy  
("CHAS") dataset
- ☐ American Housing Survey data  
Indicate year:
- ☒ Other housing market study  
Indicate year: 1999
- ☐ Other sources: (list and indicate year of information)

## B. Housing Needs of Families on the Public Housing and Section 8 Tenant- Based Assistance Waiting Lists

State the housing needs of the families on the PHA's waiting list/s. **Complete one table for each type of PHA-wide waiting list administered by the PHA.** PHAs may provide separate tables for site-based or sub-jurisdictional public housing waiting lists at their option.

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input type="checkbox"/> Section 8 tenant-based assistance			
<input type="checkbox"/> Public Housing			
<input checked="" type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	2591		2089
Extremely low income <=30% AMI	2050	79%	
Very low income (>30% but <=50% AMI)	494	19%	
Low income (>50% but <80% AMI)	47	2%	
Families with children	1687	65%	
Elderly families	458	18%	
Families with Disabilities	341	13%	
White/NonHispanic	531	21%	
Black/NonHispanic	2018	78%	
Amer Indian	22	.5%	
Hispanic	20	.5%	
Characteristics by Bedroom Size (Public Housing Only)	650 (total)		442 (Total)
1BR	377	58%	85
2 BR	226	35%	167
3 BR	44	6.5%	138
4 BR	2	.3%	47
5 BR	1	.2%	5
5+ BR	0	0%	0

### Housing Needs of Families on the Waiting List

Is the waiting list closed (select one)? ☒ No ☐ Yes

If yes:

How long has it been closed (# of months)?

Does the PHA expect to reopen the list in the PHA Plan year? ☐ No ☐ Yes

Does the PHA permit specific categories of families onto the waiting list, even if generally closed? ☐ No ☐ Yes

### C. Strategy for Addressing Needs

Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list **IN THE UPCOMING YEAR**, and the Agency's reasons for choosing this strategy.

#### (1) Strategies

**Need: Shortage of affordable housing for all eligible populations**

**Strategy 1. Maximize the number of affordable units available to the PHA within its current resources by:**

Select all that apply

- ☒ Employ effective maintenance and management policies to minimize the number of public housing units off-line
- ☒ Reduce turnover time for vacated public housing units
- ☒ Reduce time to renovate public housing units
- ☒ Seek replacement of public housing units lost to the inventory through mixed finance development
- ☐ Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources
- ☒ Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
- ☒ Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
- ☒ Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
- ☒ Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program
- ☒ Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
- ☐ Other (list below)

**Strategy 2: Increase the number of affordable housing units by:**

Select all that apply

- ☒ Apply for additional section 8 units should they become available
- ☒ Leverage affordable housing resources in the community through the creation of mixed - finance housing
- ☒ Pursue housing resources other than public housing or Section 8 tenant-based assistance.
- ☐ Other: (list below)

**Need: Specific Family Types: Families at or below 30% of median**

**Strategy 1: Target available assistance to families at or below 30 % of AMI**

Select all that apply

- ☒ Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
- ☒ Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance
- ☐ Employ admissions preferences aimed at families with economic hardships
- ☒ Adopt rent policies to support and encourage work
- ☐ Other: (list below)

**Need: Specific Family Types: Families at or below 50% of median**

**Strategy 1: Target available assistance to families at or below 50% of AMI**

Select all that apply

- ☒ Employ admissions preferences aimed at families who are working
- ☒ Adopt rent policies to support and encourage work
- ☐ Other: (list below)

**Need: Specific Family Types: The Elderly**

**Strategy 1: Target available assistance to the elderly:**

Select all that apply

- ☒ Seek designation of public housing for the elderly
- ☐ Apply for special-purpose vouchers targeted to the elderly, should they become available
- ☐ Other: (list below)

**Need: Specific Family Types: Families with Disabilities**

**Strategy 1: Target available assistance to Families with Disabilities:**

Select all that apply

- ☐ Seek designation of public housing for families with disabilities
- ☒ Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing
- ☐ Apply for special-purpose vouchers targeted to families with disabilities, should they become available
- ☒ Affirmatively market to local non-profit agencies that assist families with disabilities
- ☐ Other: (list below)

**Need: Specific Family Types: Races or ethnicities with disproportionate housing needs****Strategy 1: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs:**

Select if applicable

- ☒ Affirmatively market to races/ethnicities shown to have disproportionate housing needs
- ☐ Other: (list below)

**Strategy 2: Conduct activities to affirmatively further fair housing**

Select all that apply

- ☒ Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units
- ☒ Market the section 8 program to owners outside of areas of poverty /minority concentrations
- ☐ Other: (list below)

**Other Housing Needs & Strategies: (list needs and strategies below)****(2) Reasons for Selecting Strategies**

Of the factors listed below, select all that influenced the PHA's selection of the strategies it will pursue:

- ☒ Funding constraints
- ☒ Staffing constraints
- ☒ Limited availability of sites for assisted housing
- ☒ Extent to which particular housing needs are met by other organizations in the community

- ☒ Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA
- ☒ Influence of the housing market on PHA programs
- ☒ Community priorities regarding housing assistance
- ☒ Results of consultation with local or state government
- ☒ Results of consultation with residents and the Resident Advisory Board
- ☒ Results of consultation with advocacy groups
- ☐ Other: (list below)

## **2. Statement of Financial Resources**

[24 CFR Part 903.7 9 (b)]

List the financial resources that are anticipated to be available to the PHA for the support of Federal public housing and tenant-based Section 8 assistance programs administered by the PHA during the Plan year. Note: the table assumes that Federal public housing or tenant based Section 8 assistance grant funds are expended on eligible purposes; therefore, uses of these funds need not be stated. For other funds, indicate the use for those funds as one of the following categories: public housing operations, public housing capital improvements, public housing safety/security, public housing supportive services, Section 8 tenant-based assistance, Section 8 supportive services or other.

<b>Financial Resources: Planned Sources and Uses</b>		
<b>Sources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
<b>1. Federal Grants (FY 2000 grants)</b>		
a) Public Housing Operating Fund	\$ 3,155,076.00	
b) Public Housing Capital Fund	\$ 2,146,965.00	Capital Fund
c) HOPE VI Revitalization	\$ 4,200,000.00	Other
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance	\$ 5,651,614.00	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	\$ 283,800.00	Public Housing/ Safety and Security
g) Resident Opportunity and Self-Sufficiency Grants	\$ 25,000.00	Public Housing Supportive Services
h) Community Development Block Grant		
i) HOME		
Other Federal Grants (list below)		
<b>2. Prior Year Federal Grants (unobligated funds only) (list below)</b>		
DEP	\$ 95,173.00	P H Safety / Security

<b>Financial Resources: Planned Sources and Uses</b>		
<b>Sources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
<b>3. Public Housing Dwelling Rental Income</b>	\$ 2,718,614.00	
<b>4. Other income</b> (list below)		
Interest	\$ 163,302.00	
<b>4. Non-federal sources</b> (list below)		
<b>Total resources</b>	\$ 18,653,403.00	



### **3. PHA Policies Governing Eligibility, Selection, and Admissions**

[24 CFR Part 903.7 9 (c)]

#### **A. Public Housing**

Exemptions: PHAs that do not administer public housing are not required to complete subcomponent 3A.

##### **(1) Eligibility**

a. When does the PHA verify eligibility for admission to public housing? (select all that apply)

- ☒ When families are within a certain number of being offered a unit: (20)
- ☐ When families are within a certain time of being offered a unit: (state time)
- ☐ Other: (describe)

b. Which non-income (screening) factors does the PHA use to establish eligibility for admission to public housing (select all that apply)?

- ☒ Criminal or Drug-related activity
- ☒ Rental history
- ☒ Housekeeping
- ☐ Other (describe)

c. ☒ Yes ☐ No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

d. ☐ Yes ☒ No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

e. ☐ Yes ☒ No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

##### **(2) Waiting List Organization**

a. Which methods does the PHA plan to use to organize its public housing waiting list (select all that apply)

- ☒ Community-wide list
- ☐ Sub-jurisdictional lists
- ☐ Site-based waiting lists
- ☐ Other (describe)

b. Where may interested persons apply for admission to public housing?

- ☒ PHA main administrative office
- ☐ PHA development site management office
- ☐ Other (list below)

c. If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to subsection **(3) Assignment**

1. How many site-based waiting lists will the PHA operate in the coming year?
2. ☐ Yes ☐ No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?  
If yes, how many lists?
3. ☐ Yes ☐ No: May families be on more than one list simultaneously  
If yes, how many lists?
4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?
  - ☐ PHA main administrative office
  - ☐ All PHA development management offices
  - ☐ Management offices at developments with site-based waiting lists
  - ☐ At the development to which they would like to apply
  - ☐ Other (list below)

### **(3) Assignment**

a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (select one)

- ☒ One  
☐ Two  
☐ Three or More

b. ☒ Yes ☐ No: Is this policy consistent across all waiting list types?

c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

### **(4) Admissions Preferences**

a. Income targeting:

- ☒ Yes ☐ No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?

b. Transfer policies:

In what circumstances will transfers take precedence over new admissions? (list below)

- ☒ Emergencies
- ☒ Overhoused
- ☒ Underhoused
- ☒ Medical justification
- ☒ Administrative reasons determined by the PHA (e.g., to permit modernization work)
- ☐ Resident choice: (state circumstances below)
- ☐ Other: (list below)

c. Preferences

1. ☒ Yes ☐ No: Has the PHA established preferences for admission to public housing (other than date and time of application)? (If “no” is selected, skip to subsection **(5) Occupancy**)
2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences:

- ☐ Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- ☒ Victims of domestic violence
- ☐ Substandard housing
- ☐ Homelessness
- ☐ High rent burden (rent is > 50 percent of income)

Other preferences: (select below)

- ☒ Working families and those unable to work because of age or disability
- ☒ Veterans and veterans' families
- ☒ Residents who live and/or work in the jurisdiction
- ☒ Those enrolled currently in educational, training, or upward mobility programs
- ☒ Households that contribute to meeting income goals (broad range of incomes)
- ☒ Households that contribute to meeting income requirements (targeting)
- ☐ Those previously enrolled in educational, training, or upward mobility programs
- ☒ Victims of reprisals or hate crimes
- ☒ Other preference(s) (list below)

Emergency situations. (ie. Involuntarily displaced disaster such as fire or flood, by government action, by domestic violence, by hate crimes, or as further defined by the Executive Director.

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

#### 7 Date and Time

Former Federal preferences:

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- 3 Victims of domestic violence
- Substandard housing
- Homelessness
- 6 High rent burden

Other preferences (select all that apply)

- 4 Working families and those unable to work because of age or disability
- 5 Veterans and veterans' families
- 2 Residents who live and/or work in the jurisdiction
- 4 Those enrolled currently in educational, training, or upward mobility programs
- 1 Households that contribute to meeting income goals (broad range of incomes)
- 1 Households that contribute to meeting income requirements (targeting)
- ☐ Those previously enrolled in educational, training, or upward mobility programs
- 3 Victims of reprisals or hate crimes
- 3 Other preference(s) (list below)

Emergency

4. Relationship of preferences to income targeting requirements:

- ☒ The PHA applies preferences within income tiers
- ☐ Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

#### **(5) Occupancy**

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)

- ☒ The PHA-resident lease
- ☒ The PHA's Admissions and (Continued) Occupancy policy
- ☒ PHA briefing seminars or written materials
- ☐ Other source (list)

b. How often must residents notify the PHA of changes in family composition? (select all that apply)

- ☒ At an annual reexamination and lease renewal
- ☒ Any time family composition changes
- ☒ At family request for revision
- ☐ Other (list)

#### **(6) Deconcentration and Income Mixing**

a. ☒ Yes ☐ No: Did the PHA's analysis of its family (general occupancy) developments to determine concentrations of poverty indicate the need for measures to promote deconcentration of poverty or income mixing?

b. ☒ Yes ☐ No: Did the PHA adopt any changes to its **admissions policies** based on the results of the required analysis of the need to promote deconcentration of poverty or to assure income mixing?

c. If the answer to b was yes, what changes were adopted? (select all that apply)

☐ Adoption of site based waiting lists  
If selected, list targeted developments below:

☒ Employing waiting list "skipping" to achieve deconcentration of poverty or income mixing goals at targeted developments  
If selected, list targeted developments below:

NC006001, NC006002, NC006003, NC006004, NC006005, NC006006,  
NC006008, NC006009, NC006012, NC006013, NC006015, NC006017,  
NC006018, NC006019, NC006020

☐ Employing new admission preferences at targeted developments  
If selected, list targeted developments below:

☐ Other (list policies and developments targeted below)

d. ☐ Yes ☒ No: Did the PHA adopt any changes to **other** policies based on the results of the required analysis of the need for deconcentration of poverty and income mixing?

e. If the answer to d was yes, how would you describe these changes? (select all that apply)

- ☐ Additional affirmative marketing
- ☐ Actions to improve the marketability of certain developments
- ☐ Adoption or adjustment of ceiling rents for certain developments
- ☐ Adoption of rent incentives to encourage deconcentration of poverty and income-mixing
- ☐ Other (list below)

f. Based on the results of the required analysis, in which developments will the PHA make special efforts to attract or retain higher-income families? (select all that apply)

- ☐ Not applicable: results of analysis did not indicate a need for such efforts
- ☒ List (any applicable) developments below:

NC006001 – Clara Cox Homes  
NC006002 – Daniel Brooks Homes  
NC006004 – Carson Stout Homes

g. Based on the results of the required analysis, in which developments will the PHA make special efforts to assure access for lower-income families? (select all that apply)

- ☐ Not applicable: results of analysis did not indicate a need for such efforts
- ☒ List (any applicable) developments below:

NC006017 – Scattered Sites  
NC006018 – Scattered Sites  
NC006019 – Deep River Homes  
NC006020 – Scattered Sites

Note: The above developments are all single family homes, constructed with the purpose of selling these to public housing tenants under the 5(H) program. As such, the PHA is transferring eligible families from existing public housing developments who meet established selection criteria, especially, those who have homeownership potential.

## B. Section 8

Exemptions: PHAs that do not administer section 8 are not required to complete sub-component 3B. **Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).**

### (1) Eligibility

- a. What is the extent of screening conducted by the PHA? (select all that apply)
- ☐ Criminal or drug-related activity only to the extent required by law or regulation
  - ☒ Criminal and drug-related activity, more extensively than required by law or regulation
  - ☒ More general screening than criminal and drug-related activity (list factors below)
  - ☒ Other (list below)
1. The Housing Authority of the City of High Point will deny participation in the program to applicants and will terminate participants in cases where the Housing Authority of the City of High Point determines there is reasonable cause to believe that the person is illegally using a controlled substance or if the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents, including cases where the Housing Authority of the City of High Point determines that there is a pattern of illegal use of a controlled substance or pattern of alcohol abuse. The Housing Authority of the City of High Point will consider the use of a controlled substance or alcohol abuse to be a pattern if there is more than one incident during the previous three (3) months.
  2. Applicants evicted from Public Housing, Indian Housing, Section 23 or any Section 8 program because of drug-related criminal activity are ineligible for admission to the Section 8 program for a three (3) year period beginning on the date of such eviction.
  3. Applicants will be denied assistance if they have been arrested/convicted/evicted from a unit assisted under the Housing Act of 1937 due to drug-related or violent criminal activity within the last three (3) years prior to the date of the certification interview.
  4. Applicants will be denied admission for life who have been convicted of manufacturing or producing methamphetamine (commonly referred to as "speed") on the premises of the public housing project.

5. Admission will be denied for life to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.

- b. ☒ Yes ☐ No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?
- c. ☐ Yes ☒ No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?
- d. ☐ Yes ☒ No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)
- e. Indicate what kinds of information you share with prospective landlords? (select all that apply)
- ☒ Criminal or drug-related activity
- ☐ Other (describe below)

**(2) Waiting List Organization**

- a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)
- ☒ None
- ☐ Federal public housing
- ☐ Federal moderate rehabilitation
- ☐ Federal project-based certificate program
- ☐ Other federal or local program (list below)
- b. Where may interested persons apply for admission to section 8 tenant-based assistance? (select all that apply)
- ☒ PHA main administrative office
- ☐ Other (list below)

**(3) Search Time**

- a. ☒ Yes ☐ No: Does the PHA give extensions on standard 60-day period to search for a unit?

If yes, state circumstances below:



Upon request of the voucher holder an extension of not more than two 30 day extensions may be granted. Neither circumstances nor criteria relating an extension are required in the administrative plan, simply that the voucher holder cannot find a suitable unit and certifies to the claim.

#### **(4) Admissions Preferences**

a. Income targeting

☐ Yes ☒ No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the section 8 program to families at or below 30% of median area income?

b. Preferences

1. ☒ Yes ☐ No: Has the PHA established preferences for admission to section 8 tenant-based assistance? (other than date and time of application) (if no, skip to subcomponent **(5) Special purpose section 8 assistance programs**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences

- ☐ Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- ☒ Victims of domestic violence
- ☐ Substandard housing
- ☐ Homelessness
- ☐ High rent burden (rent is > 50 percent of income)

Other preferences (select all that apply)

- ☒ Working families and those unable to work because of age or disability
- ☒ Veterans and veterans' families
- ☒ Residents who live and/or work in your jurisdiction
- ☒ Those enrolled currently in educational, training, or upward mobility programs
- ☒ Households that contribute to meeting income goals (broad range of incomes)
- ☒ Households that contribute to meeting income requirements (targeting)
- ☐ Those previously enrolled in educational, training, or upward mobility programs
- ☒ Victims of reprisals or hate crimes
- ☒ Other preference(s) (list below)

Emergency situations. (ie. Involuntarily displaced disaster such as fire or flood, by government action, by domestic violence, by hate crimes, or as further defined by the Executive Director.

3. If the PHA will employ admissions preferences, please prioritize by placing a “1” in the space that represents your first priority, a “2” in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use “1” more than once, “2” more than once, etc.

7 Date and Time

Former Federal preferences

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- 3 Victims of domestic violence  
Substandard housing  
Homelessness
- 6 High rent burden

Other preferences (select all that apply)

- 4 Working families and those unable to work because of age or disability
- 5 Veterans and veterans’ families
- 2 Residents who live and/or work in your jurisdiction
- 3 Those enrolled currently in educational, training, or upward mobility programs
- 1 Households that contribute to meeting income goals (broad range of incomes)
- 1 Households that contribute to meeting income requirements (targeting)
- ☐ Those previously enrolled in educational, training, or upward mobility programs
- 3 Victims of reprisals or hate crimes
- 3 Other preference(s) (list below)

Emergency

4. Among applicants on the waiting list with equal preference status, how are applicants selected? (select one)

- ☒ Date and time of application
- ☐ Drawing (lottery) or other random choice technique

5. If the PHA plans to employ preferences for “residents who live and/or work in the jurisdiction” (select one)

- ☒ This preference has previously been reviewed and approved by HUD
- ☐ The PHA requests approval for this preference through this PHA Plan

6. Relationship of preferences to income targeting requirements: (select one)

- ☒ The PHA applies preferences within income tiers  
☐ Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

#### **(5) Special Purpose Section 8 Assistance Programs**

a. In which documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by the PHA contained? (select all that apply)

- ☒ The Section 8 Administrative Plan  
☒ Briefing sessions and written materials  
☐ Other (list below)

b. How does the PHA announce the availability of any special-purpose section 8 programs to the public?

- ☒ Through published notices  
☒ Other (list below)

Guilford County DSS

### **4. PHA Rent Determination Policies**

[24 CFR Part 903.7 9 (d)]

#### **A. Public Housing**

Exemptions: PHAs that do not administer public housing are not required to complete sub-component 4A.

#### **(1) Income Based Rent Policies**

Describe the PHA's income based rent setting policy/ies for public housing using, including discretionary (that is, not required by statute or regulation) income disregards and exclusions, in the appropriate spaces below.

a. Use of discretionary policies: (select one)

- ☐ The PHA will not employ any discretionary rent-setting policies for income based rent in public housing. Income-based rents are set at the higher of 30% of adjusted monthly income, 10% of unadjusted monthly income, the welfare

rent, or minimum rent (less HUD mandatory deductions and exclusions). (If selected, skip to sub-component (2))

---or---

- ☒ The PHA employs discretionary policies for determining income based rent (If selected, continue to question b.)

b. Minimum Rent

1. What amount best reflects the PHA's minimum rent? (select one)

- ☐ \$0  
☒ \$1-\$25  
☐ \$26-\$50

NOTE: PHA is a MTW agency with Minimum Rent Policy of \$25 for elderly and \$100 for non-elderly, effective 01/01/00; however the PHA is presently studying the impact of the \$100 minimum rent as it relates to change economic conditions and may recommend to our Board that a reduction to \$50 or \$25 is advisable during the year 2002.

2. ☐ Yes ☒ No: Has the PHA adopted any discretionary minimum rent hardship exemption policies?

3. If yes to question 2, list these policies below:

c. Rents set at less than 30% than adjusted income

1. ☐ Yes ☒ No: Does the PHA plan to charge rents at a fixed amount or percentage less than 30% of adjusted income?

2. If yes to above, list the amounts or percentages charged and the circumstances under which these will be used below:

d. Which of the discretionary (optional) deductions and/or exclusions policies does the PHA plan to employ (select all that apply)

- ☐ For the earned income of a previously unemployed household member  
☐ For increases in earned income  
☒ Fixed amount (other than general rent-setting policy)

If yes, state amount/s and circumstances below:

\$1200 annual deduction permitted for any family which has at least one member with earned income.

- ☐ Fixed percentage (other than general rent-setting policy)  
If yes, state percentage/s and circumstances below:

- ☐ For household heads  
☐ For other family members  
☒ For transportation expenses  
☐ For the non-reimbursed medical expenses of non-disabled or non-elderly families  
☐ Other (describe below)

e. Ceiling rents

1. Do you have ceiling rents? (rents set at a level lower than 30% of adjusted income) (select one)

- ☐ Yes for all developments  
☐ Yes but only for some developments  
☒ No

2. For which kinds of developments are ceiling rents in place? (select all that apply)

- ☐ For all developments  
☐ For all general occupancy developments (not elderly or disabled or elderly only)  
☐ For specified general occupancy developments  
☐ For certain parts of developments; e.g., the high-rise portion  
☐ For certain size units; e.g., larger bedroom sizes  
☐ Other (list below)

3. Select the space or spaces that best describe how you arrive at ceiling rents (select all that apply)

- ☐ Market comparability study  
☐ Fair market rents (FMR)  
☐ 95<sup>th</sup> percentile rents  
☐ 75 percent of operating costs  
☐ 100 percent of operating costs for general occupancy (family) developments  
☐ Operating costs plus debt service  
☐ The "rental value" of the unit

☐ Other (list below)

f. Rent re-determinations:

1. Between income reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent? (select all that apply)

- ☐ Never  
☐ At family option  
☒ Any time the family experiences an income increase  
☐ Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)\_\_\_\_\_  
☒ Other (list below)Anytime a family member experiences a reduction in income that is expected to last 30 days or more.

g. ☐ Yes ☒ No: Does the PHA plan to implement individual savings accounts for residents (ISAs) as an alternative to the required 12 month disallowance of earned income and phasing in of rent increases in the next year?

**(2) Flat Rents**

1. In setting the market-based flat rents, what sources of information did the PHA use to establish comparability? (select all that apply.)

- ☐ The section 8 rent reasonableness study of comparable housing  
☐ Survey of rents listed in local newspaper  
☒ Survey of similar unassisted units in the neighborhood  
☒ Other (list/describe below)

The PHA used a study that was performed in 1999 relative to our Hope VI application that surveyed unassisted rents in the city of High Point to initially establish the flat rent amounts for the year 2000. Flat rents for 2002 have been arrived at by adjusting the initial flat rent levels by the percentage increase in the FMRs for this statistical metropolitan area from 1998 to 2000.

**B. Section 8 Tenant-Based Assistance**

Exemptions: PHAs that do not administer Section 8 tenant-based assistance are not required to complete sub-component 4B. **Unless otherwise specified, all questions in this section apply only to**

the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).

### **(1) Payment Standards**

Describe the voucher payment standards and policies.

a. What is the PHA's payment standard? (select the category that best describes your standard)

- ☐ At or above 90% but below 100% of FMR
- ☒ 100% of FMR
- ☐ Above 100% but at or below 110% of FMR
- ☐ Above 110% of FMR (if HUD approved; describe circumstances below)

b. If the payment standard is lower than FMR, why has the PHA selected this standard? (select all that apply)

- ☐ FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area
- ☐ The PHA has chosen to serve additional families by lowering the payment standard
- ☐ Reflects market or submarket
- ☐ Other (list below)

c. If the payment standard is higher than FMR, why has the PHA chosen this level? (select all that apply)

- ☐ FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area
- ☐ Reflects market or submarket
- ☐ To increase housing options for families
- ☐ Other (list below)

d. How often are payment standards reevaluated for adequacy? (select one)

- ☒ Annually
- ☐ Other (list below)

e. What factors will the PHA consider in its assessment of the adequacy of its payment standard? (select all that apply)

- ☒ Success rates of assisted families
- ☒ Rent burdens of assisted families
- ☐ Other (list below)

**(2) Minimum Rent**

a. What amount best reflects the PHA's minimum rent? (select one)

- ☐ \$0  
☒ \$1-\$25  
☐ \$26-\$50

NOTE: PHA is a MTW agency with Minimum Rent Policy of \$25 for elderly and \$100 for non-elderly, effective 01/01/00 however the PHA is presently studying the impact of the \$100 minimum rent as it relates to change economic conditions and may recommend to our Board that a reduction to \$50 or \$25 is advisable during the year 2002.

b. ☐ Yes ☒ No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? (if yes, list below)



## **5. Operations and Management**

[24 CFR Part 903.7 9 (e)]

Exemptions from Component 5: High performing and small PHAs are not required to complete this section. Section 8 only PHAs must complete parts A, B, and C(2)

### **A. PHA Management Structure**

Describe the PHA's management structure and organization.

(select one)

- ☒ An organization chart showing the PHA's management structure and organization is attached.
- ☐ A brief description of the management structure and organization of the PHA follows:

### **B. HUD Programs Under PHA Management**

List Federal programs administered by the PHA, number of families served at the beginning of the upcoming fiscal year, and expected turnover in each. (Use "NA" to indicate that the PHA does not operate any of the programs listed below.)

<b>Program Name</b>	<b>Units or Families Served at Year Beginning 1/1/2001</b>	<b>Expected Turnover</b>
Public Housing	1204	380
Section 8 Vouchers	1281	215
Section 8 Certificates	0	
Section 8 Mod Rehab	0	
Special Purpose Section 8 Certificates/Vouchers Family Unification	150	25
Public Housing Drug Elimination Program (PHDEP)	1204	380
Other Federal Programs(list individually)		

### **C. Management and Maintenance Policies**

List the PHA's public housing management and maintenance policy documents, manuals and handbooks that contain the Agency's rules, standards, and policies that govern maintenance and management of public housing, including a description of any measures necessary for the prevention or eradication of pest infestation (which includes cockroach infestation) and the policies governing Section 8 management.

(1) Public Housing Maintenance and Management: (list below)

NC006A02.DOC - Public Housing Admissions & Occupancy Policy/Tenant Selection and Assignment Plan.  
NC006E02.DOC - Public Housing Dwelling Lease Agreement  
NC006F02.DOC - Public Housing Dwelling Lease Addendum 1 - Trespass policy  
NC006G02.DOC - Public Housing Dwelling Lease Addendum 2 - Pet policy  
NC006H02.DOC - Public Housing Dwelling Lease Addendum 3 - Grievance Procedure  
NC006L02.DOC - Family Self Sufficiency Policy  
NC006M02.DOC - Maintenance Policy & Program

(2) Section 8 Management: (list below)

NC006C02.DOC - Section 8 Administrative Plan

## **6. PHA Grievance Procedures**

[24 CFR Part 903.7 9 (f)]

Exemptions from component 6: High performing PHAs are not required to complete component 6. Section 8-Only PHAs are exempt from sub-component 6A.

### **A. Public Housing**

1. ☐ Yes ☒ No: Has the PHA established any written grievance procedures in addition to federal requirements found at 24 CFR Part 966, Subpart B, for residents of public housing?

If yes, list additions to federal requirements below:

2. Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process? (select all that apply)

- ☒ PHA main administrative office  
☒ PHA development management offices  
☐ Other (list below)

### **B. Section 8 Tenant-Based Assistance**

1. ☒ Yes ☐ No: Has the PHA established informal review procedures for applicants to the Section 8 tenant-based assistance program and informal hearing procedures for families assisted by the Section 8 tenant-based assistance program in addition to federal requirements found at 24 CFR 982?

If yes, list additions to federal requirements below:

2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes? (select all that apply)

- ☒ PHA main administrative office  
☐ Other (list below)

## **7. Capital Improvement Needs**

[24 CFR Part 903.7 9 (g)]

Exemptions from Component 7: Section 8 only PHAs are not required to complete this component and may skip to Component 8.

### **A. Capital Fund Activities**

Exemptions from sub-component 7A: PHAs that will not participate in the Capital Fund Program may skip to component 7B. All other PHAs must complete 7A as instructed.

#### **(1) Capital Fund Program Annual Statement**

Using parts I, II, and III of the Annual Statement for the Capital Fund Program (CFP), identify capital activities the PHA is proposing for the upcoming year to ensure long-term physical and social viability of its public housing developments. This statement can be completed by using the CFP Annual Statement tables provided in the table library at the end of the PHA Plan template **OR**, at the PHA's option, by completing and attaching a properly updated HUD-52837.

Select one:

- ☒ The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment (state name)

FY 1998 - nc006o02.doc

FY 1999 - nc006p02.doc

FY 2000 - nc006q02.doc

FY 2001 - nc006r02.doc

FY 2002 - nc006s02.doc

FY 2002 - nc006t02.doc (Replacement Housing Factor)

- ☐ The Capital Fund Program Annual Statement is provided below: (if selected, copy the CFP Annual Statement from the Table Library and insert here)

**(2) Optional 5-Year Action Plan**

Agencies are encouraged to include a 5-Year Action Plan covering capital work items. This statement can be completed by using the 5 Year Action Plan table provided in the table library at the end of the PHA Plan template **OR** by completing and attaching a properly updated HUD-52834.

- a. ☐ Yes ☒ No: Is the PHA providing an optional 5-Year Action Plan for the Capital Fund? (if no, skip to sub-component 7B)
- b. If yes to question a, select one:
- ☐ The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at Attachment (state name
- or-
- ☐ The Capital Fund Program 5-Year Action Plan is provided below: (if selected, copy the CFP optional 5 Year Action Plan from the Table Library and insert here)

**B. HOPE VI and Public Housing Development and Replacement Activities (Non-Capital Fund)**

Applicability of sub-component 7B: All PHAs administering public housing. Identify any approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

- ☒ Yes ☐ No: a) Has the PHA received a HOPE VI revitalization grant? (if no, skip to question c; if yes, provide responses to question b for each grant, copying and completing as many times as necessary)
- b) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name: Springfield Townhouses
2. Development (project) number: NC006011
3. Status of grant: (select the statement that best describes the current status)
  - ☐ Revitalization Plan under development
  - ☐ Revitalization Plan submitted, pending approval
  - ☐ Revitalization Plan approved

☒ Activities pursuant to an approved Revitalization Plan underway

☒ Yes ☐ No: c) Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year?

If yes, list development name/s below:  
NC006001, NC006002

☒ Yes ☐ No: d) Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year?

If yes, list developments or activities below:  
NC006011 Low Income Tax Credits

☐ Yes ☒ No: e) Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement?

If yes, list developments or activities below:

## **8. Demolition and Disposition**

[24 CFR Part 903.7 9 (h)]

Applicability of component 8: Section 8 only PHAs are not required to complete this section.

1. ☒ Yes ☐ No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year? (If “No”, skip to component 9; if “yes”, complete one activity description for each development.)

### 2. Activity Description

☐ Yes ☒ No: Has the PHA provided the activities description information in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 9. If “No”, complete the Activity Description table below.)

<b>Demolition/Disposition Activity Description</b>
1a. Development name: Spring Brook Meadows Elderly Villas 44 Units
1b. Development (project) number: NC19P006011
2. Activity type: Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input checked="" type="checkbox"/> Planned application <input type="checkbox"/>

4. Date application approved, submitted, or planned for submission: <u>(01/25/02)</u>
5. Number of units affected: 44
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 03/01/2002 b. Projected end date of activity: 05/01/2003

**9. Designation of Public Housing for Occupancy by Elderly Families or Families with Disabilities or Elderly Families and Families with Disabilities**

[24 CFR Part 903.7 9 (i)]

Exemptions from Component 9; Section 8 only PHAs are not required to complete this section.

1. ☒ Yes ☐ No: Has the PHA designated or applied for approval to designate or does the PHA plan to apply to designate any public housing for occupancy only by the elderly families or only by families with disabilities, or by elderly families and families with disabilities or will apply for designation for occupancy by only elderly families or only families with disabilities, or by elderly families and families with disabilities as provided by section 7 of the U.S. Housing Act of 1937 (42 U.S.C. 1437e) in the upcoming fiscal year? (If “No”, skip to component 10. If “yes”, complete one activity description for each development, unless the PHA is eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.)

2. Activity Description

- ☐ Yes ☐ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If “yes”, skip to component 10. If “No”, complete the Activity Description table below.

Designation of Public Housing Activity Description
1a. Development name: Astor Dowdy Towers
1b. Development (project) number: NC006003
2. Designation type: Occupancy by only the elderly <input checked="" type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>

3. Application status (select one) Approved; included in the PHA's Designation Plan <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission: <u>(01/13/1997)</u>
5. If approved, will this designation constitute a (select one) <input type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected: 106 7. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development

<b>Designation of Public Housing Activity Description</b>
1a. Development name: Elm Towers 1b. Development (project) number: NC006008
2. Designation type: Occupancy by only the elderly <input checked="" type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one) Approved; included in the PHA's Designation Plan <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission: <u>(01/31/1997)</u>
5. If approved, will this designation constitute a (select one) <input type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
7. Number of units affected: 150 7. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development

## **10. Conversion of Public Housing to Tenant-Based Assistance**

[24 CFR Part 903.7 9 (j)]

Exemptions from Component 10; Section 8 only PHAs are not required to complete this section.

### **A. Assessments of Reasonable Revitalization Pursuant to section 202 of the HUD FY 1996 HUD Appropriations Act**

1. ☐ Yes ☒ No: Have any of the PHA's developments or portions of developments been identified by HUD or the PHA as covered under section 202 of the HUD FY 1996 HUD Appropriations

Act? (If “No”, skip to component 11; if “yes”, complete one activity description for each identified development, unless eligible to complete a streamlined submission. PHAs completing streamlined submissions may skip to component 11.)

## 2. Activity Description

☐ Yes ☐ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If “yes”, skip to component 11. If “No”, complete the Activity Description table below.

<b>Conversion of Public Housing Activity Description</b>	
1a. Development name:	
1b. Development (project) number:	
2. What is the status of the required assessment?	<input type="checkbox"/> Assessment underway <input type="checkbox"/> Assessment results submitted to HUD <input type="checkbox"/> Assessment results approved by HUD (if marked, proceed to next question) <input type="checkbox"/> Other (explain below)
3. <input type="checkbox"/> Yes <input type="checkbox"/> No:	Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)
4. Status of Conversion Plan (select the statement that best describes the current status)	<input type="checkbox"/> Conversion Plan in development <input type="checkbox"/> Conversion Plan submitted to HUD on: (DD/MM/YYYY) <input type="checkbox"/> Conversion Plan approved by HUD on: (DD/MM/YYYY) <input type="checkbox"/> Activities pursuant to HUD-approved Conversion Plan underway
5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one)	<input type="checkbox"/> Units addressed in a pending or approved demolition application (date submitted or approved: _____) <input type="checkbox"/> Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved: _____) <input type="checkbox"/> Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved: _____) <input type="checkbox"/> Requirements no longer applicable: vacancy rates are less than 10 percent <input type="checkbox"/> Requirements no longer applicable: site now has less than 300 units <input type="checkbox"/> Other: (describe below)



**B. Reserved for Conversions pursuant to Section 22 of the U.S. Housing Act of 1937**

**C. Reserved for Conversions pursuant to Section 33 of the U.S. Housing Act of 1937**

**11. Homeownership Programs Administered by the PHA**

[24 CFR Part 903.7 9 (k)]

**A. Public Housing**

Exemptions from Component 11A: Section 8 only PHAs are not required to complete 11A.

1. ☒ Yes ☐ No: Does the PHA administer any homeownership programs administered by the PHA under an approved section 5(h) homeownership program (42 U.S.C. 1437c(h)), or an approved HOPE I program (42 U.S.C. 1437aaa) or has the PHA applied or plan to apply to administer any homeownership programs under section 5(h), the HOPE I program, or section 32 of the U.S. Housing Act of 1937 (42 U.S.C. 1437z-4). (If “No”, skip to component 11B; if “yes”, complete one activity description for each applicable program/plan, unless eligible to complete a streamlined submission due to **small PHA** or **high performing PHA** status. PHAs completing streamlined submissions may skip to component 11B.)

2. Activity Description

- ☐ Yes ☒ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 12. If “No”, complete the Activity Description table below.)

<b>Public Housing Homeownership Activity Description (Complete one for each development affected)</b>
1a. Development name: Scattered Sites "617"
1b. Development (project) number: NC006017
2. Federal Program authority: <input type="checkbox"/> HOPE I <input checked="" type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) <input checked="" type="checkbox"/> Approved; included in the PHA's Homeownership Plan/Program <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: <u>(01/31/2001)</u>
5. Number of units affected: 19
6. Coverage of action: (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development

<b>Public Housing Homeownership Activity Description (Complete one for each development affected)</b>
1a. Development name: Deep River Homes
1b. Development (project) number: NC006018
2. Federal Program authority: <input type="checkbox"/> HOPE I <input checked="" type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) <input checked="" type="checkbox"/> Approved; included in the PHA's Homeownership Plan/Program <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: <u>(01/31/2001)</u>
6. Number of units affected: 7
6. Coverage of action: (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development

<b>Public Housing Homeownership Activity Description (Complete one for each development affected)</b>
1a. Development name: Scattered Sites "619"
1b. Development (project) number: NC006019
2. Federal Program authority: <input type="checkbox"/> HOPE I <input checked="" type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) <input checked="" type="checkbox"/> Approved; included in the PHA's Homeownership Plan/Program <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: <u>(01/31/2001)</u>
7. Number of units affected: 38
6. Coverage of action: (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development

<b>Public Housing Homeownership Activity Description (Complete one for each development affected)</b>
1a. Development name: Scattered Sites "620"
1b. Development (project) number: NC006020
2. Federal Program authority: <input type="checkbox"/> HOPE I <input checked="" type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) <input checked="" type="checkbox"/> Approved; included in the PHA's Homeownership Plan/Program <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: <u>(01/31/2001)</u>
8. Number of units affected: 30
6. Coverage of action: (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development

## B. Section 8 Tenant Based Assistance

1. ☐ Yes ☒ No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If “No”, skip to component 12; if “yes”, describe each program using the table below (copy and complete questions for each program identified), unless the PHA is eligible to complete a streamlined submission due to high performer status. **High performing PHAs** may skip to component 12.)

### 2. Program Description:

#### a. Size of Program

- ☐ Yes ☐ No: Will the PHA limit the number of families participating in the section 8 homeownership option? (Not initially, but the PHA expects that the number of participants for the first two years will not exceed 25)

If the answer to the question above was yes, which statement best describes the number of participants? (select one)

- ☐ 25 or fewer participants  
☐ 26 - 50 participants  
☐ 51 to 100 participants  
☐ more than 100 participants

#### b. PHA-established eligibility criteria

- ☐ Yes ☐ No: Will the PHA’s program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria?

If yes, list criteria below:

## **12. PHA Community Service and Self-sufficiency Programs**

[24 CFR Part 903.7 9 (l)]

Exemptions from Component 12: High performing and small PHAs are not required to complete this component. Section 8-Only PHAs are not required to complete sub-component C.

### **A. PHA Coordination with the Welfare (TANF) Agency**

#### 1. Cooperative agreements:

- ☒ Yes ☐ No: Has the PHA has entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)?

If yes, what was the date that agreement was signed? 08/01/2000

#### 2. Other coordination efforts between the PHA and TANF agency (select all that apply)

- ☒ Client referrals  
☒ Information sharing regarding mutual clients (for rent determinations and otherwise)  
☒ Coordinate the provision of specific social and self-sufficiency services and programs to eligible families  
☐ Jointly administer programs  
☐ Partner to administer a HUD Welfare-to-Work voucher program  
☐ Joint administration of other demonstration program  
☐ Other (describe)

### **B. Services and programs offered to residents and participants**

#### **(1) General**

##### a. Self-Sufficiency Policies

Which, if any of the following discretionary policies will the PHA employ to enhance the economic and social self-sufficiency of assisted families in the following areas? (select all that apply)

- ☒ Public housing rent determination policies  
☒ Public housing admissions policies  
☒ Section 8 admissions policies  
☐ Preference in admission to section 8 for certain public housing families  
☒ Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA  
☒ Preference/eligibility for public housing homeownership option participation

- ☐ Preference/eligibility for section 8 homeownership option participation
- ☐ Other policies (list below)

b. Economic and Social self-sufficiency programs

- ☒ Yes ☐ No: Does the PHA coordinate, promote or provide any programs to enhance the economic and social self-sufficiency of residents? (If “yes”, complete the following table; if “no” skip to sub-component 2, Family Self Sufficiency Programs. The position of the table may be altered to facilitate its use. )

Services and Programs				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)
MTW (Moving to Work)/FSS	2450	Other	Main Office	Both

**(2) Family Self Sufficiency program/s**

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2001 Estimate)	Actual Number of Participants (As of: 01/01/2000)
Public Housing/Section 8*	292	360

\* PHA is a MTW authority. Public Housing & Section 8 goals are combined.

- b. ☐ Yes ☐ No: If the PHA is not maintaining the minimum program size required by HUD, does the most recent FSS Action Plan address the steps the PHA plans to take to achieve at least the minimum program size?  
If no, list steps the PHA will take below:

### **C. Welfare Benefit Reductions**

1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply)
- ☒ Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies
  - ☒ Informing residents of new policy on admission and reexamination
  - ☒ Actively notifying residents of new policy at times in addition to admission and reexamination.
  - ☒ Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services
  - ☒ Establishing a protocol for exchange of information with all appropriate TANF agencies
  - ☐ Other: (list below)

<b>D. Reserved for Community Service Requirement pursuant to section 12(c) of the U.S. Housing Act of 1937</b>
--

See NC006B02.DOC - Implementation of Community Service Requirements

### **13. PHA Safety and Crime Prevention Measures**

[24 CFR Part 903.7 9 (m)]

Exemptions from Component 13: High performing and small PHAs not participating in PHDEP and Section 8 Only PHAs may skip to component 15. High Performing and small PHAs that are participating in PHDEP and are submitting a PHDEP Plan with this PHA Plan may skip to sub-component D.

#### **A. Need for measures to ensure the safety of public housing residents**

1. Describe the need for measures to ensure the safety of public housing residents  
(select all that apply)

- ☒ High incidence of violent and/or drug-related crime in some or all of the PHA's developments
- ☒ High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
- ☒ Residents fearful for their safety and/or the safety of their children
- ☒ Observed lower-level crime, vandalism and/or graffiti
- ☒ People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime
- ☐ Other (describe below)

2. What information or data did the PHA used to determine the need for PHA actions to improve safety of residents (select all that apply).

- ☐ Safety and security survey of residents
- ☐ Analysis of crime statistics over time for crimes committed "in and around" public housing authority
- ☒ Analysis of cost trends over time for repair of vandalism and removal of graffiti
- ☐ Resident reports
- ☐ PHA employee reports
- ☒ Police reports
- ☐ Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs
- ☐ Other (describe below)

3. Which developments are most affected? (list below)

NC006001, NC006002, NC006004

#### **B. Crime and Drug Prevention activities the PHA has undertaken or plans to undertake in the next PHA fiscal year**



1. List the crime prevention activities the PHA has undertaken or plans to undertake: (select all that apply)

- ☒ Contracting with outside and/or resident organizations for the provision of crime- and/or drug-prevention activities
- ☒ Crime Prevention Through Environmental Design
- ☒ Activities targeted to at-risk youth, adults, or seniors
- ☐ Volunteer Resident Patrol/Block Watchers Program
- ☐ Other (describe below)

2. Which developments are most affected? (list below)

NC006001, Clara Cox Homes  
NC006002, Daniel Brooks Homes  
NC006004, Carson Stout Homes  
NC006005, Beamon Courts  
NC006006, J C Morgan Courts  
NC006009, Juanita Hills Apts

### **C. Coordination between PHA and the police**

1. Describe the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities: (select all that apply)

- ☒ Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
- ☐ Police provide crime data to housing authority staff for analysis and action
- ☒ Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)
- ☒ Police regularly testify in and otherwise support eviction cases
- ☒ Police regularly meet with the PHA management and residents
- ☒ Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
- ☐ Other activities (list below)

2. Which developments are most affected? (list below)

NC006001, Clara Cox Homes  
NC006002, Daniel Brooks Homes  
NC006004, Carson Stout Homes  
NC006005, Beamon Courts  
NC006006, J C Morgan Courts  
NC006009, Juanita Hills Apts

### **D. Additional information as required by PHDEP/PHDEP Plan**

PHAs eligible for FY 2000 PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

- ☒ Yes ☐ No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
- ☒ Yes ☐ No: Has the PHA included the PHDEP Plan for FY 2000 in this PHA Plan?
- ☒ Yes ☐ No: This PHDEP Plan is an Attachment. (Attachment Filename: nc006e01.doc)

#### **14. RESERVED FOR PET POLICY**

[24 CFR Part 903.7 9 (n)]

Pet policy is provided as attachment nc006g01.doc, amendment to the dwelling lease agreement

#### **15. Civil Rights Certifications**

[24 CFR Part 903.7 9 (o)]

Civil rights certifications are included in the PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations.

#### **16. Fiscal Audit**

[24 CFR Part 903.7 9 (p)]

1. ☒ Yes ☐ No: Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h))?  
(If no, skip to component 17.)
2. ☒ Yes ☐ No: Was the most recent fiscal audit submitted to HUD?
3. ☐ Yes ☒ No: Were there any findings as the result of that audit?
4. ☐ Yes ☐ No: If there were any findings, do any remain unresolved?  
If yes, how many unresolved findings remain? \_\_\_\_\_
5. ☐ Yes ☐ No: Have responses to any unresolved findings been submitted to HUD?  
If not, when are they due (state below)?

#### **17. PHA Asset Management**

[24 CFR Part 903.7 9 (q)]

Exemptions from component 17: Section 8 Only PHAs are not required to complete this component. High performing and small PHAs are not required to complete this component.

1. ☒ Yes ☐ No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock , including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?
2. What types of asset management activities will the PHA undertake? (select all that apply)
- ☐ Not applicable
- ☐ Private management
- ☒ Development-based accounting
- ☒ Comprehensive stock assessment
- ☐ Other: (list below)
3. ☐ Yes ☒ No: Has the PHA included descriptions of asset management activities in the **optional** Public Housing Asset Management Table?

## **18. Other Information**

[24 CFR Part 903.7 9 (r)]

### **A. Resident Advisory Board Recommendations**

1. ☒ Yes ☐ No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?
2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)
- ☐ Attached at Attachment (File name)
- ☒ Provided below:

Dorothy Ingram, President of the Elm Towers Resident Council Association of 701 South Elm St, Apt 700 provided the following written comments:

Continue communication with resident councils.

Keep building/complex managers well informed of all aspects of Housing Authority business which affects residents.

Encourage local police to relay information to the resident aide and council presidents which relate to resident safety.

We appreciate the hard work you do for us.

3. In what manner did the PHA address those comments? (select all that apply)
- ☒ Considered comments, but determined that no changes to the PHA Plan were necessary.
- ☐ The PHA changed portions of the PHA Plan in response to comments

List changes below:

☐ Other: (list below)

### **B. Description of Election process for Residents on the PHA Board**

1. ☐ Yes ☒ No: Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.)
2. ☐ Yes ☒ No: Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to sub-component C.)

### **3. Description of Resident Election Process**

#### **a. Nomination of candidates for place on the ballot: (select all that apply)**

- ☐ Candidates were nominated by resident and assisted family organizations
- ☐ Candidates could be nominated by any adult recipient of PHA assistance
- ☐ Self-nomination: Candidates registered with the PHA and requested a place on ballot
- ☒ Other: (describe)

Appointed by Mayor of the local governing body

#### **b. Eligible candidates: (select one)**

- ☐ Any recipient of PHA assistance
- ☒ Any head of household receiving PHA assistance
- ☐ Any adult recipient of PHA assistance
- ☐ Any adult member of a resident or assisted family organization
- ☐ Other (list)

#### **c. Eligible voters: (select all that apply)**

- ☒ All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
- ☐ Representatives of all PHA resident and assisted family organizations
- ☐ Other (list)

### **C. Statement of Consistency with the Consolidated Plan**

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary).

1. Consolidated Plan jurisdiction: (City of High Point)
2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)

- ☒ The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.
- ☒ The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
- ☒ The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
- ☐ Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)
- ☐ Other: (list below)

3. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)

The City of High Point has made the promotion of homeownership for its low to moderate income citizens its top priority. The city is directing housing rehabilitation in neighborhoods around and adjoining housing authority developments. The city has committed to working with local agencies to help low to moderate income persons gain better access to educational opportunities, job skills training, transportation, child care and financial consultation.

#### **D. Other Information Required by HUD**

Use this section to provide any additional information requested by HUD.

**There have been no substantial deviations or significant amendments or modifications to the annual plan.**

## **Attachments**

Use this section to provide any additional attachments referenced in the Plans.

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
Total estimated cost over next 5 years				

**Optional Public Housing Asset Management Table**

See Technical Guidance for instructions on the use of this table, including information to be provided.

Public Housing Asset Management								
Development Identification		Activity Description						
Name, Number, and Location	Number and Type of units	Capital Fund Program Parts II and III <i>Component 7a</i>	Development Activities <i>Component 7b</i>	Demolition / disposition <i>Component 8</i>	Designated housing <i>Component 9</i>	Conversion <i>Component 10</i>	Home-ownership <i>Component 11a</i>	Other (describe) <i>Component 17</i>



# **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

**OF THE**

**HOUSING AUTHORITY  
OF THE CITY OF HIGH POINT**

**ADOPTED BY  
BOARD OF COMMISSIONERS  
JANUARY 10, 2001**

**SUBMITTED TO  
U.S. DEPARTMENT OF HOUSING AND URBAN  
DEVELOPMENT  
ON FEBRUARY 14, 2001  
WITH THE FY2001 ANNUAL PLAN**

**ADMISSIONS AND CONTINUED OCCUPANCY POLICY**  
**THE HOUSING AUTHORITY OF THE CITY OF HIGH POINT**

**TABLE ON CONTENTS (Pages 2-3)**

	<u>Page</u>
<b>SECTION I - INTRODUCTION .....</b>	<b>1-3</b>
1. MISSION STATEMENT	
2. PURPOSE OF POLICY	
3. PRIMARY RESPONSIBILITIES OF THE HA	
4. OBJECTIVES	
5. OUTREACH	
 <b>SECTION II - FAIR HOUSING POLICY.....</b>	 <b>4-5</b>
<b>SECTION III - DECONCENTRATION PLAN.....</b>	<b>6</b>
<b>SECTION IV - ACCESSIBILITY AND PLAIN LANGUAGE.....</b>	<b>7-8</b>
<b>SECTION V - PRIVACY RIGHTS .....</b>	<b>9</b>
<b>SECTION VI - DEFINITIONS OF TERMS .....</b>	<b>10-32</b>
<b>SECTION VII - APPLICATIONS AND OTHER REQUIRED FORMS .....</b>	<b>33-34</b>
1. HOW TO APPLY	
2. CLOSING OF APPLICATION TAKING	
3. OPENING OF APPLICATION TAKING	
 <b>SECTION VIII - APPLICANT SCREENING / SELECTION CRITERIA.....</b>	 <b>35-40</b>
<b>SECTION IX - GROUNDS FOR DENIAL OF ADMISSION.....</b>	<b>41-44</b>
<b>SECTION X - OCCUPANCY GUIDELINES.....</b>	<b>45-46</b>
<b>SECTION XI - TENANT SELECTION AND ASSIGNMENT PLAN.....</b>	<b>47-51</b>
A. ORGANIZATION OF THE WAITING LIST	
B. METHOD OF APPLICANT SELECTION	
C. ORDER OF APPLICANT SELECTION	
D. ACCEPTANCE / REFUSAL OF OFFER	
 <b>SECTION XII - LEASING AND OCCUPANCY OF DWELLING UNITS.....</b>	 <b>52-54</b>
<b>SECTION XIII - RESIDENT TRANSFERS.....</b>	<b>55-56</b>

**ADMISSIONS AND CONTINUED OCCUPANCY POLICY  
THE HOUSING AUTHORITY OF THE CITY OF HIGH POINT**

<b>SECTION XIV - ELIGIBILITY FOR CONTINUED OCCUPANCY, ANNUAL RE-EXAMINATIONS, &amp; REMAINING FAMILY MEMBERS.....</b>	<b>57-59</b>
A. ELIGIBILITY FOR CONTINUED	
B. REMAINING FAMILY MEMBERS AND PRIOR DEBT	
C. RE-EXAMINATION	
 <b>SECTION XV - INTERIM RENT ADJUSTMENT / MINIMUM RENT .....</b>	 <b>60-61</b>
A. MINIMUM RENT	
B. RENT ADJUSTMENT	
C. INTERIM ADJUSTMENTS	
D. FAILURE TO REPORT ACCURATE INFORMATION	
 <b>SECTION XVI - LEASE TERMINATION PROCEDURES .....</b>	 <b>62</b>
<b>SECTION XVII - COMPLAINTS AND GRIEVANCE PROCEDURE .....</b>	<b>63</b>
<b>SECTION XVIII - NOTICE REQUIREMENTS.....</b>	<b>64</b>
<b>SECTION XIX - RECORD KEEPING REQUIREMENTS .....</b>	<b>65</b>
<b>SECTION XX - EXCESS UTILITY CHARGES .....</b>	<b>66</b>
<b>SECTION XXI - ONE STRIKE POLICY.....</b>	<b>67-70</b>
PURPOSE	
ADMINISTRATION	
SCREENING OF APPLICANTS	
HUD DEFINITIONS	
STANDARD FOR VIOLATION	
DRUG RELATED AND VIOLENT CRIMINAL ACTIVITY	
NOTICE OF TERMINATION OF ASSISTANCE	
REQUIRED EVIDENCE	
CONFIDENTIALITY OF CRIMINAL RECORDS	
 <b>APPENDIX #1 DWELLING LEASE</b>	 <b>See page 13 of Occupancy Policy</b>
<b>APPENDIX #2 PET POLICY</b>	<b>See page 27 of Occupancy Policy</b>
<b>APPENDIX #3 GRIEVANCE POLICY</b>	<b>See page 4 of Occupancy Policy</b>
<b>APPENDIX #4 TRESPASSING POLICY</b>	<b>See page 62 of Occupancy Policy</b>

## **SECTION I. INTRODUCTION**

**1. MISSION STATEMENT:** - To provide eligible families and individuals with adequate and affordable housing economic advancement, and homeownership opportunities in a safe, drug-free, suitable living environment without discrimination.

In order to achieve this mission, we will:

- Recognize residents as our ultimate customer;
- Improve Public Housing Authority (PHA) management and service delivery efforts through effective and efficient management of PHA staff.
- Seek problem-solving partnerships with residents, community, and government leadership;
- Apply PHA resources, to the effective and efficient management and operation of public housing programs, taking into account changes in Federal funding.

**2. PURPOSE OF POLICY** - The purpose of the Admissions and Continued Occupancy Policy is to establish guidelines for the Public Housing Authority (PHA) staff to follow in determining eligibility for admission to and continued occupancy of Public Housing. The basic guidelines for this policy are governed by requirements of the Department of Housing and Urban Development (HUD), with latitude for local policies and procedures. The Policies and Procedures governing Admissions and Continued Occupancy are outlined in this policy and these requirements are binding upon applicants, residents and this PHA alike. Notwithstanding the above, changes in applicable federal law or regulations shall supersede provisions in conflict with this policy.

Federal Regulations shall mean those found in 24 Code of Federal Regulations (CFR) Parts 5, and 900.

### **3. PRIMARY RESPONSIBILITIES OF THE HA:**

- A. Informing eligible families of the availability of public housing assistance;
- B. Determining and posting annually the utility allowances;
- C. Receiving applications from families and determining their eligibility for assistance;
- D. Inspecting Public Housing units to determine that they meet or exceed Housing Quality Standards;
- E. Approving leases;
- F. Collecting rent on a monthly basis from tenants;
- G. Annual re-examinations of income, family composition and

re-determination of rent;

- H. Authorizing and processing evictions; and
- I. Ongoing maintenance and modernization of the public housing inventory.

**4. OBJECTIVES:** - The objectives of this policy are to:

- A. Promote the overall goal of drug free, decent, safe and sanitary housing by:
  - Ensuring a social and economic mix of residents within each public housing neighborhood in order to foster social stability and upward mobility.
  - Ensuring the fiscal stability of the PHA.
  - Lawfully denying admission or continued occupancy to applicants or tenants whose presence in a public housing neighborhood are likely to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood or create a danger to PHA employees.
- B. Facilitate the efficient management of the PHA and compliance with Federal Regulations by establishing policies for the efficient and effective management of the PHA inventory and staff.
- C. Comply in letter and spirit with Title VI of the Civil Rights Act of 1964, and all other applicable Federal laws and regulations to insure that admission to and continued occupancy in public housing are conducted without regard to race, color, religion, creed, sex, national origin, handicap, or familial status.

**5. OUTREACH** - As much information as possible about Public Housing may be disseminated through local media (newspaper, radio, television, etc.). For those who call the PHA Office, the staff may be available to convey essential information.

- The PHA may hold meetings with local social community agencies.
- The PHA may sponsor "Open House" programs within the public housing community to attract potential tenants to view a public housing unit.
- The PHA may make known to the public, through publications in a newspaper of general circulation as well as through minority media and other suitable means, the availability and nature of housing assistance for lower-income families. The notice shall inform such families where they may apply for Public Housing. The PHA shall take affirmative actions to provide opportunities to participate in the program to persons who because of such factors as race, ethnicity, sex, of household head, age, or source of income, are less likely to apply for Public Housing. When there is a Local Housing Plan pursuant to Section 24 CFR, Part 91 (Comprehensive Housing Affordability Strategy (CHAS), the PHA planned programs will be incorporated in the CHAS.

## SECTION II. FAIR HOUSING POLICY

It is the policy of the Housing Authority of the City of High Point (PHA) to comply with all applicable laws relating to Civil Rights, including Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern), any applicable State laws or local ordinances and any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted.

Specifically, the PHA shall not on account of race, color, sex, religion, creed, national or ethnic origin, familial status, disability or handicap, deny any family or individual the opportunity to apply for or receive assistance under HUD's Public Housing Programs, within the requirements and regulations of HUD and other regulatory authorities.

To further its commitment to full compliance with applicable Civil Rights laws, the PHA will provide access to information to public housing residents regarding "discrimination". Also, this subject will be discussed during the briefing session and any complaints will be documented and made part of the applicant's/tenants file.

The PHA shall not, on account of race, color, sex, religion, creed, national or ethnic origin, familial status, disability or handicap:

- (a) Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;
- (b) Provide housing which is different from that provided others;
- (c) Subject a person to segregation or disparate treatment;
- (d) Restrict a person's access to any benefit enjoyed by others in connection with the housing program;
- (e) Treat a person differently in determining eligibility or other requirements for admission;
- (f) Deny a person access to the same level of services; or
- (g) Deny a person the opportunity to participate in a planning or advisory group which is an integral part of the housing program.

The PHA shall not automatically deny admission to a particular group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents, elderly families with pets, or families whose head or spouse is a student). Each applicant in a particular group or category must be treated on an individual basis in the normal processing routine.

The PHA will identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504, and the Fair Housing Amendments Act of 1988, the PHA will make structural modifications to its housing and non-housing facilities, make reasonable accommodations, or combinations of the two, to permit people with disabilities to take full advantage of the housing program.

If providing a requested accommodation would result in a fundamental alteration in the nature of the program or an undue financial and administrative burden, then the PHA

need not provide that accommodation.

However, the PHA is required to provide any other accommodation that would not result in an undue financial and administrative burden or fundamental alteration of the program.

In making reasonable accommodations or structural modifications for otherwise qualified persons with disabilities, the PHA is not required to:

Make each of its existing facilities accessible, or make structural alternative when other methods can be demonstrated to achieve the same effect.

Make structural alterations that require the removal or altering of a load-bearing member.

Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level.

Take any action that would result in a fundamental alteration in the nature of the program.

The PHA will not permit these policies to be subverted to do personal or political favors.

### SECTION III. DECONCENTRATION PLAN

With respect to selection of families to lease units in the Public Housing program, selection will be in such a manner as to avoid concentration of the most economic and socially deprived families in one or all of the developments operated by the Housing Authority and to provide for income mixing by bringing higher income tenants into lower income public housing communities and bringing lower income tenants into higher income public housing communities.

The PHA shall categorize assisted tenants in all programs by income in one of the following groups:

- Extremely Low Income - Not more than 30% of the area's median income.
- Very Low Income - More than 30% but not more than 50% of the area's median income.
- Lower Income - More than 50% but not more than 80% of the area's median income.
- Over-income - More than 80% of the area's median income.

The area's median income shall be defined by HUD, adjusted for family size and is subject to periodic change.

The PHA shall categorize each applicant for assistance for all programs in the same manner as presented above.

The PHA shall utilize information from these categories and other statistical information concerning income distribution in the PHA's area of operation as may be provided from time to time by the U.S. Department of Housing and Urban Development (HUD) to develop goals designed to achieve the deconcentration and income mixing objectives stated herein and to remain consistent with income targeting distribute percentages as required by HUD.

The PHA shall review these goals periodically and make appropriate adjustments as may be needed when income distributions in the locality change.

Staff responsible for selecting tenants for public housing assistance from the waiting list shall consider income distributions within the community where the unit exists and the goals for that community prior to selecting an applicant for occupancy first, then, shall select in accordance with prevalent preferences established by this Housing Authority.



## **SECTION IV.ACCESSIBILITY AND PLAIN LANGUAGE**

Facilities and programs used by residents must be accessible. Application and management offices, hearing rooms, community center, laundry facilities, craft and game rooms and so on must be available for use by residents with a full range of disabilities. If these facilities are not already accessible (and located on accessible routes), they will be made so, subject to the undue financial and administrative burden test.

Documents intended for use by applicants and residents will be made available in formats accessible for those with vision or hearing impairments. The documents shall be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. If required by local law, documents will be translated into languages other than English.

Because some of the concepts that must be described relative to eligibility, rent computation, applicant screening, reasonable accommodation, and lease compliance are complicated, PHA staff will help applicants and residents understand the issues involved by using examples during their verbal explanations.

At the point of initial contact the PHA staff will ask all applicants whether they need some form of communication other than plain language paperwork. Alternative forms of communication might include: sign language interpretation, having materials explained orally by the staff, either in person or by phone, large type materials, information on tape, and having someone (friend, relative or advocate) accompany the applicant to receive, interpret and explain housing materials.

Some applicants will not be able to read (or to read English), so intake staff will be able to read and explain anything that they would normally hand to an applicant to be read or filled out. Applicants who do not read, or understand little English may furnish an interpreter who can explain what is going on. If paid accessibility professionals are used the PHA must pay for such services.

At a minimum the PHA will prepare the following information in plain-language accessible formats:

- Marketing and informational materials
- Information about the application process
- The Application Form
- All form letters, notices, to applicants and residents
- General statement about reasonable accommodation
- Orientation materials for new residents
- The Lease and house rules (if any)
- Guidance or instructions about care of the housing unit
- Information about opening, updating or closing the waiting list
- All information related to applicant's rights (informal hearing, etc.)

## **SECTION V. PRIVACY RIGHTS**

Applicants will be required to sign the Federal Privacy Act Statement that states under what conditions HUD will release tenant information.

Requests for information by other parties must be accompanied by a signed release request in order for the PHA to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law or regulations. (Reference HUD Form 9886)

## VI. DEFINITIONS OF TERMS

Definitions are amended from time to time and are contained in Section 24 CFR, which are incorporated by reference as if fully set out herein. Copies of this regulation are available in the PHA Office.

1. ANNUAL INCOME – means all amounts, monetary or not which:
  - A. Go to or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member, or
  - B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual re-examination effective date; and
  - C. Which are not specifically excluded,
    - (i) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
    - (ii) The net amount, from the operation of a business or profession. Expenditures for business expansion or amortization of capital income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in internal Revenue Service regulations. Any withdrawal of case or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of case or assets invested in the operation by the family;
    - (iii) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in this section. Any withdrawal of case or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of case or assets invested by the family. Where the family has net family assets in excess of \$5000 annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
    - (iv) The amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount of prospective monthly amounts for the delayed start of a periodic amount (except as otherwise provided in this policy);
    - (v) Payments in lieu of earnings such as unemployment and disability compensation, workers' compensation and severance pay (except as otherwise provided in this policy):
    - (vi) Periodic and determinable allowance, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.

- (vii) All regular pay, special pay and allowances of a member of the armed forces (except as otherwise provided in this policy)

2. ADJUSTED FAMILY INCOME – Adjusted Family Income is the income on which total tenant payment is to be based and means the Total Annual Income less the following allowances:

- A. A deduction of \$480.00 for each member of the family (other than head of household or spouse) who is:
- 17 years of age or younger or
  - who is eighteen (18) years of age and a verified full-time student and is disabled or handicapped according to this Section.
- B. A deduction of \$400.00 for Elderly Family whose head, spouse or sole member is sixty-two (62) years of age or older and/or is handicapped or disabled according to this Section.
- C. The sum of the following, to the extent the sum exceeds three percent of annual income:
- (1) Un-reimbursed medical expenses of any elderly family or disabled family;
- (2) Un-reimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus.
- D. Childcare Expenses: Amounts anticipated to be paid by the Family for care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare, and in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. The reasonable amount of charges is determined by the PHA, by conducting surveys of local child care providers. The results are posted in the PHA office.
- E. Earned Income of Full-Time Student: The first \$480 of earned income of a full-time student.
- F. Transportation Deduction: Travel expenses in the amount of \$1200 per year for employment, education or training related travel.

No more than one deduction will be allowed each family. Families may qualify for the transportation deduction at their first re-examination on or after 10/01/99.

**Note:** If the total income less the above allowances results in a rent less than the established minimum rent, the resident's rent will be established at the PHA established minimum rent.

3. ADULT – An adult is a person who has reached his/her 18<sup>th</sup> birthday or is under 18 years of age and married (not common law), or minors that have been emancipated by court action.

Only persons who are adults shall be eligible to enter into a lease agreement for occupancy.

4. BREAK-INS – Break-ins mean bona fide attempts at burglary which are reported to the police department and are subject to verification by written police reports furnished by the tenant(s).

5. CHILD – A member of the family, other than the family head or spouse, who is under 18 years of age.

6. CHILDCARE EXPENSES – Childcare Expenses are amounts anticipated to be paid by the family for the care of children under thirteen (13) years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed or to further his/her education and only to the extent such amounts are not reimbursed. In the case of childcare necessary to permit employment, the amount deducted must be verified and reflect reasonable charges and shall not exceed the amount of income received from such employment. The PHA will not normally determine childcare expenses as necessary when the household contains an additional unemployed adult who is physically capable of caring for the children. An example of an exception may be an unemployed adult that is not capable of caring for a child because of some type of disability and/or handicap. The head of household must document the disability/handicap that prevents the adult from providing childcare.

7. CHILD CUSTODY - An applicant/occupant family who does not have full custody of a child/children may only claim a child as a dependent by the following:

- A. The applicant/occupant must have primary custody of the child.
- B. The applicant/occupant must provide sufficient evidence that if the applicant were admitted to public housing the child would reside with the applicant. The same child cannot be claimed by more than one applicant (i.e., counted more than once in order to make two (2) singles eligible).

8. COMMUNITY SERVICE – Every adult member of a family residing in public housing will be required to perform eight (8) hours of community service each month, or participate in a self-sufficiency program for at least eight (8) hours every month. This requirement does not apply to elderly persons, disabled persons, persons already working, persons exempted from work requirements under state welfare to work programs, or persons receiving assistance under a state program that have not been found to be in noncompliance with such a program.

For the purposes of this policy, community service is the performance of voluntary work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community in which the resident resides. Political activity is excluded. Each adult resident of a public housing development shall be subject to the community service work requirement except individuals who are otherwise exempt. An exempt individual is:

1. 62 years of age;

2. Is a blind or disabled individual, as defined under 216(l)(1) or 1614 of the Social Security Act (42.U.S.C. 416(i)(1) 1382c, and who certifies that because of this disability she or he is unable to comply with the service provisions of this subpart, or is a primary caretaker of such individual.
3. Is engaged in a work activity.
4. Meets the requirements for being exempt from having to engage in a work activity under the state program funded under part A of Title IV of the Social Security Act (42.U.S.C. 601 et seq.) or under any other welfare program of the state in which the HA is located, including a state-administered welfare-to-work program; or
5. Is a member of a family receiving assistance or services under a state program funded under part A of Title IV of the Social Security Act (42.U.S.C. 601 et seq.) or under any other welfare program of the state in which the Public housing Agency is located, including a state administered welfare to work program, and has not been found by the state or other administering entity to be in noncompliance with such a program.

Except for residents exempted in preceding sections (1) – (5), each adult resident of a public housing development shall:

1. Contribute 8 hours of community service (not including political activities), or
  2. Participate in an economic self-sufficiency program, as defined herein, for 8 hours per month.
  3. Perform 8 hours per month of combined activities as described in paragraphs 1 and 2 above.
9. DEPENDENT – A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student at traditional institutions and vocational training. An unborn child shall not be considered a dependent.
  10. DISABLED PERSON – A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.

A person with disabilities means a person whom:

- (1) Has a disability as defined in 42 U.S.C. 423;
- (2) Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
  - (a) Is expected to be of long-continued and indefinite duration;
  - (b) Substantially impedes his / her ability to live independently, and
  - (c) Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
  - (d) Has a developmental disability as defined in 42 U.S.C. 6001.
- (3) Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;

- (4) For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and
- (5) Means “individual with handicaps” as defined, for purposes of reasonable accommodation and program accessibility for persons with disabilities.

The PHA may verify a person’s disability only to the extent necessary to ensure that applicants are qualified for the housing for which they are applying; that applicants are qualified for deductions used in determining adjusted income; that applicants are entitled to any preference they may claim; and that applicants who have requested a reasonable accommodation. A PHA may not require applicants to provide access to confidential medical records in order to verify a disability nor may the PHA require specific details as to the disability. The PHA may not ask what the specific disability is.

- 11. DISABILITY ASSISTANCE EXPENSE – Reasonable expenses that are anticipated, during the period for which Total Annual Family Income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.
- 12. DISPLACED FAMILY – A family in which each member, or whose sole member, is a person displaced by government action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
- 13. ECONOMIC SELF-SUFFICIENCY PROGRAM – Any program designed to encourage, assist train, or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, employment training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (including a substance abuse or mental health treatment program), or other work activities.
- 14. ELDERLY FAMILY – A family whose head or spouse or whose sole member is at least sixty-two (62) years of age. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides.
- 15. ELDERLY PERSON – A person who is at least sixty-two (62) years of age.
- 16. EMERGENCIES – Displacement by disaster, such as fire or flood; displacement by government action, domestic violence, displacement to avoid reprisals; displacement by hate crimes, or as further defined by the Executive Director.
- 17. EXTREMELY LOW INCOME FAMILY – A family whose annual income doesn’t exceed thirty percent (30%) of the median income for the area, as determined by HUD.

At least 40% of the admissions to the Public Housing Program in each fiscal year must be extremely low-income.

18. EXCESS UTILITY CHARGES – The resident will be required to pay the cost of utilities consumed in excess of the amounts shown on the Schedule of Excess Utility Charges duly approved by the Board of Commissioners of the HPHA. (See posted charges.)
19. EVIDENCE OF CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS – The documents that must be submitted to evidence citizenship or eligible immigration status.
20. FAMILIAL STATUS – A single pregnant woman and individuals in the process of obtaining custody of any individual who has not attained the age of 18 years are processed for occupancy (unit size) the same as single persons, and are only entitled to a one bedroom unit. Once the child is born and/or the custody is obtained, the family will qualify for a two-bedroom unit and authorized to transfer as outlined in the Transfer Section.
21. FAMILY – The term “Family” as used in this policy means:

A family may be a single person or a group of persons. Discrimination based on familial status is prohibited, and a group of persons may not be denied solely on the basis that they are not related by blood, marriage or operation. By definition, a family must contain a competent adult of at least 18 years of age, or if under the age of 18 years has been declared emancipated by court order,

The term family also includes: Elderly family, a family whose head or spouse or whose sole member is at least 62 years of age, disabled, or handicapped, near elderly family, disabled family, displaced person, single person who is not an elderly or disabled person, or a person with disabilities, the remaining member of a tenant family, a foster care arrangement, or a kinship care arrangement. Other persons, including members temporarily absent, a child temporarily placed in a foster care or a student temporarily away at college, may be considered a part of the applicant family's household if they are living or will live regularly with the family.

Live-in aides may also be considered part of the applicant family's household. However, live-in aides are not considered family members and have no rights of tenancy or continued occupancy.

For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity, as defined by North Carolina law, to execute a lease.

#### **Note**

**A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family may not be provided (for public housing and other project-based assistance) a housing unit with two or more bedrooms.**

22. FEDERALLY-MANDATED INCOME EXCLUSIONS
- A. Value of allotment provided to an eligible household under the Food Stamp Act of 1977.
  - B. Payments under the Domestic Volunteer Services Act of 1973 are excluded. These programs include:
    - 1. VISTA – Volunteers in Service to America
    - 2. RSVP – Retired Senior Volunteer Program
    - 3. Foster Grandparents
    - 4. Senior Companions Programs



- C. Payments or allowances made under the Department of Health and Human Services' Low-income Home Energy Assistance Program.
- D. Payments received under the programs funded in whole or in part under the Job Training Partnership Act (JTPA).
- E. AmeriCorps Living Allowance (this falls under JTPS).
- F. Indian Settlements/Trusts –

Payments received under the Maine Indian Claim Settlement Act of 1980. (Pub. L 98-420, 94 Stat. 1785)

Income derived from the disposition of funds of the Grand River Band of Ottawa Indians.

The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commissions or the Grant of Claims or from funds held in trust for an Indian tribe by the Secretary of the Interior.

- G. Title IV of the Higher Education Act of 1965 – Amounts of scholarships funded under Title IV, including awards under the Federal Work Study Program or under the Bureau of Indian Affairs Student Assistance.
- H. Agent Orange Settlements – Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established in the Agent Orange product liability litigation. (M.D.L. No.382 E.D.N.Y.)
- I. Childcare and Development Block Grant Act of 1990 – The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child care and Development Block Grant Act of 1990.
- J. Earned Income Tax Credit Refunds
- K. Title V of the Older Americans Act –

Payments under Title V are excluded. This is the Senior Community Service in Employment Program (SCSEP) funded through the Department of Labor.

This program is administered by national contractors such as:

- > Green Thumb
- > NCOA – National Council on Aging
- > AARP – American Association of Retired Persons
- > National Council of Senior Citizens (Sometimes called Senior Aides)
- > NCBA – National Caucus for Black Aged
- > National Association for The Spanish Elderly
- > US Forest Services
- > Urban League

State coordinators for Title V can provide the list of additional contractors who administer Title V.

Even if there is 90% federal and 10% local funding, 100% of the income funded through Title V is excluded.

23. FLAT RENTS – The Housing Authority of the City of High Point (HPHA) has established Flat Rents. Each year public housing families may choose to have their rent based on the Flat Rent formula.

The Housing Authority has established a flat rent for each public housing apartment in an amount that is posted in the administrative and project offices of the housing Authority. A copy of the flat rents shall be provided to any resident upon request. Flat rents will be subject to periodic change without prior notification to the residents. Families may choose to have their rent based on their income or pay the flat rent established for their dwelling. Families that have chosen to pay the flat rent shall have their income re-examined at three-year intervals. In the event the resident experiences a decrease in income and would experience a hardship, as defined in Section 4, if they were required to continue to pay the flat rent, the resident may report the change and request that their rent be changed to an income based. Unless the head of household specifies in writing, the Housing Authority will automatically switch a family from an income based rent to a flat rent and from a flat rent to an income based rent when it appears that the family would qualify and when it would result in the resident paying the lowest monthly rental amount. (Refer to Appendix 1)

24. FOSTER CHILDREN – With the prior written consent of the PHA, a foster child may reside on the premises. The factors considered by the PHA in determining whether or not consent is granted may include:

- A. Whether the addition of a new occupant may require a transfer of the family to another unit, and whether such units are available.
- B. The PHA's obligation to make reasonable accommodation for handicapped persons.

25. FULL-TIME STUDENT – A member of a family (other than the head of household or spouse) who is carrying a subject load which is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with diploma or certificate program, as well as an institution offering a college degree. Verification will be supplied by the attended educational institution.

26. DISABILITY ASSISTANCE EXPENSE – Reasonable expenses that are anticipated, during the period for which Total Annual Family Income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

27. HANDICAPPED INDIVIDUAL – A person having a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment.

"Physical or mental impairment" includes – any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems; neurological: musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitourinary; hernia and lymphatic; skin; and endocrine; or

Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and condition as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, heart disease, diabetes, mental retardation, and illness drug addition and alcoholism.

"Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

"Has a record of such impairment" means has a history of, or has been mis-classified as having, a mental or physical impairment that substantially limits one or more major life activities.

"Is regarded as having an impairment" means – Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation;

Has a physical or mental impairment that substantially limits one or more major activities only as a result of the attitudes of others toward such impairment; or

Has none of the impairments defined but is treated by a recipient as having an impairment.

28. HARDSHIP (MINIMUM RENT) EXEMPTION/SUSPENSION – Financial hardship status (suspension) will be granted immediately upon request to families for a period of 90 days, pending verification of one or more of the following circumstances:

- A. The family has lost eligibility for, or is awaiting an eligibility determination for a Federal, State, or Local assistance program.
- B. The family would be evicted as a result of the imposition of the minimum rent.
- C. The income of the family has decreased due to changed circumstances, including loss of employment;
- D. A death in the household has occurred; and
- E. Other circumstances as may be determined by the U.S. Department of Housing and Urban Development or the Housing Authority has occurred.

When a family requests a hardship exception from minimum rent, the rent is suspended immediately. All suspended rent will result in an investigation to determine if the hardship will be short term or long term. Short term hardship is defined as – "at least one of the five circumstances mentioned herein applies to the family and it can be verified that a hardship exists, but the circumstances are likely to be temporary) not more than 90 days.)" The family will be given a 90-day grace period that will result in the family not paying rent.

After the 90-day grace period has expired the family is responsible for repaying the suspended minimum rent unless it is determined the hardship is a long-term hardship. A reasonable repayment agreement must be offered. A long-term hardship is defined as "*at least one of the five circumstances mentioned herein applies to the family and it can be verified that a hardship exists with the circumstances likely to exist for more than 90 days.*" The minimum rent is suspended until the circumstances change in such a way that they no longer qualify for a hardship exemption. Long term hardship exemptions are not subject to a repayment agreement.

29. HAZARDOUS DUTY PAY – Pay to a family member in the Armed Forces away from home and exposed to hostile fire.

30. HEAD OF HOUSEHOLD – The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. Also, the head of household is primarily responsible and accountable for the family, particularly in regard to lease obligations.
31. HOUSING QUALITY STANDARDS (HQS) – Standards for safe and habitable housing established by Department of Housing and Urban Development and the Housing Authority. The PHA will maintain public housing units in compliance with HQS standards that meet or exceed HQS.
32. IMPUTED WELFARE INCOME – The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

Specified welfare benefit reduction is a reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program: or because of welfare agency sanction agency a family member for noncompliance with a welfare agency requirement to participate in an economic self sufficiency program.

A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the PHA by the welfare agency) plus the total amount of other annual income.

The amount of the imputed welfare income is offset by the amount of additional income a family received that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.

The PHA may not include imputed welfare income in annual income if the family was not assisted resident at the time of sanction.

33. INCOME EXCLUSIONS – Annual income does not include such temporary, non-recurring or sporadic income as the following:
- Income from employment of children (including foster children) under the age of 18 years.
  - Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
  - Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses.
  - Amounts received by the family specifically for or in reimbursement of, the cost of medical expenses for any family member.
  - Income of a live-in aide.
  - The full amount of student financial assistance paid directly to the student or to the educational institution.
  - The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

- Amounts received under training programs funded by HUD.
  - (a) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
  - (b) Amounts received by a participant in other publicly assisted programs that are specifically for or to reimbursement of out-of-pocket expenses incurred (special equipment, clothing transportation, child care, etc.), and which are made solely to allow participation in a specific program.
  - (c) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination and a tenant serving as a member of the PHA's governing Board. No resident may receive more than one such stipend during the same period of time.
  - (d) Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.
- Temporary, nonrecurring or sporadic income (including gifts.)
- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
- Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse).
- Adoption assistance payments in excess of \$480 per adopted child.
- Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
- Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
- Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
- Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

#### 34. INCOME TARGETING – (See Section III, De-concentration Plan on Page 6)

35. INFANT – A child under the age of two years.
36. INTERIM REDETERMINATION OF RENT – Changes of rent between admissions and reexaminations and the next succeeding reexaminations.
37. INS – The United States Immigration and Naturalization Service.
38. LIVE-IN AIDE – A person who resides with an elderly person, a near elderly person, or a person with disabilities.
- Is determined by the PHA to be essential to the care and well-being of an elderly person, a near elderly person, or a person with disabilities.
  - Is not obligated for support of the person(s).
  - Would not be living in the unit except to provide supportive services. The income of a Live-in aide that meets these requirements is not included as income to the tenant family.
  - Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements for live-in aide described above. They must also sign a statement prior to moving in relinquishing all rights to the unit as the remaining member of a resident family.
  - A live-In-Aide will be required to meet PHA's screening requirements with respect to past behavior especially:
    - (a) A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other tenants or neighbors;
    - (b) Criminal activity such as crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity which would adversely affect the health safety, or welfare of other residents or staff or cause damage to the unit or the development; and
    - (c) A record of eviction from housing or termination from residential programs.
  - Live-In aides are not subject to Non-Citizen Rule Requirements.

**A live-In-aide must be approved in advance, by the PHA and must meet the eligibility requirements for public housing occupancy. The PHA has the right to disapprove a request for a live-in aide based on eligibility criteria.**

39. LOWER INCOME FAMILY – a family whose annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD.
40. MEDICAL EXPENSE – Those necessary medical expenses, including medical insurance premiums that are anticipated during the period for which annual income is computed, and that are not covered by insurance. Medical expenses, in excess of three percent (3%) of annual income, are deductible from income by elderly families only.
41. MILITARY SERVICE – Military Service means the active military service of the United States, which includes the Army, Navy, Air Force, Marine Corps, Coast Guard, and, since July 29, 1945, the commissioned corps of the United States Public Health Service.

42. MINIMUM RENT – The minimum rent for families whose head or spouse is elderly, disabled or handicapped will be \$25 per month and will remain at that level unless otherwise changed by the Board of Commissioners.

As approved under the “Moving to Work” Program, the current minimum Rent for all other families is \$100 per month.

43. MINOR – A “minor” is a person under eighteen years of age. Provided, that a person under eighteen years of age and has been declared “emancipated” by court action shall not be considered a minor. (An unborn child may not be counted a minor).
44. MIXED FAMILY – A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.
45. MONTHLY ADJUST INCOME – One-twelfth of Adjusted Annual Income.
46. MONTHLY INCOME – One twelfth of Annual Income. For purpose of determining priorities based on an applicant’s rent as a percentage of family income, family income is the same as monthly income.
47. NATIONAL – A person who owes permanent allegiance to the United States, for example, as a result of birth of a United States territory or possession.
48. NEAR ELDERLY – A family whose head or spouse or “sole member” is at least fifty years of age, but below the age of sixty-two.
49. NET FAMILY ASSETS – Net Family Assets means the net cash value after deducting reasonable costs that would be incurred in disposing of real property, checking and savings accounts, stocks, bonds, cash on hand, and other forms of capital investment, excluding interest in Indian trust land and excluding equity accounts in HUD home ownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.) In determining Net Family Assets, this PHA shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two (2) years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or Tenant received important consideration not measurable in dollar terms.
50. NONCITIZEN – A person who is neither a citizen nor national of the United States.
51. OVERINCOME FAMILY – A family whose annual income is more than eighty percent (80%) of the median income for the area, as determined by HUD.
52. PERMANENT ABSENCE OF ADULT MEMBER

If the Head of Household leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the HA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will

return in less than 180 consecutive days, the family member will not be considered permanently absent.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated.

- **Absence due to Incarceration.** If the sole member is incarcerated for more than 180 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for more than 180 consecutive days. The HA will determine if the reason for incarceration is for drug-related or violent criminal activity.
- **Foster Care and Absences of Children.** If the family includes a child or children temporarily absent from the home due to placement in foster care, the HA will determine from the appropriate agency when the child/children will be returned to the home.

**Familial Relationships.** The following verifications will always be required if applicable:

- (a) Verification of relationship:      Official identification showing names  
    Birth Certificates                      Baptismal certificates
- (b) Verification of guardianship is:      Court-ordered assignment  
    Affidavit of parent                      School records  
    Verification from social service agency
- **Verification of Permanent Absence of Adult Member.** If an adult member who was formerly a member of the household is reported permanently absent by the family, the HA will consider any of the following as verification:
  - (a) Husband or wife institutes divorce action.
  - (b) Husband or wife institutes legal separation.
  - (c) Order of protection/restraining order obtained by one family member against another.
  - (d) Proof of another home address, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available.
  - (e) Statements from other agencies such as social services or a written statement from the landlord or manager that the adult family member is no longer living at that location.
  - (f) If the adult family member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.

53. **PET POLICY** – A resident may own or have present, a common household pet in accordance with the Pet Policy established by the Housing Authority of the City of High Point. (Refer to Appendix #2 for Pet Policy.)

54. **PHASE-IN PERIOD OF NEWLY EMPLOYED INCOME**

There will be a two-year phase-in period in any rent increases for a newly employed family. This phase-in applies when incomes of newly employed families, (and have been unemployed for at least one year) increases and there is a resulting increase in rent and their rental contribution. For the initial 12-month period, the family's rent will not be increased. For the second 12-month



period, the family's rent can be increased by the amount representing up to 50 percent of the total rent increase normally applicable in the absence of this provision. In the third year, the balance of the rent increase can be phased in.

Previously unemployed includes a person who has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

The disallowance of increased income of an individual family member is limited to a lifetime 48-month period. It only applies for a maximum of twelve months for a disallowance of one hundred percent (100%) of income, and a maximum of twelve months for disallowance of fifty percent (50%) of income during the 48-month period starting from the initial exclusion.

55. PUBLIC HOUSING AUTHORITY (PHA) – Any State, County, Municipality or other government entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development of operation of housing for lower income families.
56. RECERTIFICATION – Re-certification is sometimes called reexamination. The process of securing documentation which indicates that tenants meet the eligibility requirements for continued occupancy.
57. RE-EXAMINATION DATE – The date on which any rent change is effective would be effective if required as a result of the annual re-examination of eligibility rent. The re-examination date is the anniversary date of admission.
58. REMAINING MEMBER OF THE RESIDENT FAMILY – The person(s) of legal age remaining in the public housing unit after the person(s) who signed the lease has (have) left the premises, other than by eviction, who may or may not normally qualify for assistance on their own circumstances. An individual must occupy the public housing unit to which he claims head of household status for one year before becoming eligible for subsidized housing as a remaining family member. This person must complete forms necessary for housing within ten days from the departure of the leaseholder and may remain in the unit for a reasonable time pending the verification and grievance process. This person must, upon satisfactory completion of the verification process, then execute a new lease and cure any monetary obligations in order to remain in the unit.

The PHA will not hold remaining family members (other than head or spouse) responsible for any portion of the arrearage incurred prior to the remaining member attaining age 18.

Any person who claims himself / herself as a remaining member shall, in the event that the PHA declares him / her ineligible for remaining member status, be entitled to the grievance process upon notice to him or her that she is not considered to be a remaining member of the household. This grievance process must be requested in writing within ten days from the date of the departure of the head of household by the person requesting remaining member status. In the interim time between the time of the request for the grievance process and the decision by the hearing officer, all rent which was due pursuant to the lease, shall be deposited into an escrow account with the PHA under the same provisions as those relating to tenants escrow account with the PHA under the same provisions as those relating to tenants requesting a grievance hearing relating to rent under the grievance process. The PHA does not recognize the person as a tenant by giving him or her the opportunity for a grievance hearing. A remaining member shall not be considered to be a tenant until such time as a new lease is executed by the PHA and the person granted tenant status after the verification status.

59. RESIDENT CHOICE – Families may choose rental payments annually based on either a flat rent or the income-based rental method. Tenants may choose to pay the income-based rental payment, which does not exceed 30 percent (30%) of their adjusted monthly income.

Families choosing the flat rent have their incomes reviewed every three years. In the event a family's income decreases due to financial hardship, tenants may elect to pay an income-based rent because the higher flat rent is no longer affordable.

60. SINGLE PERSON - A person who lives alone, or intends to live alone and who does not qualify as an elderly family, or a displaced person, or as the remaining member of a Tenant family.
61. SPOUSE – A spouse is the legal husband or wife of the head of the household.
62. TANF – Temporary Assistance to Needy Families.
63. TEMPORARILY ABSENT FAMILY MEMBERS – Any person(s) on the lease that is not living in the household for a period of more than thirty (30) days is considered temporarily absent.
64. TENANT RENT – The amount payable monthly by the Family as rent to the PHA. Where all utilities (gas, water and electricity) are supplied by the PHA, Tenant Rent equals Total Tenant Payment or minimum rent.

**The monthly rent that is payable by the tenant must be paid in full, no partial payments will be accepted.**

65. TOTAL ANNUAL FAMILY INCOME – Total Annual Family Income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by **each additional member of the family**, including all net income derived from assets, four the 12-month period following the effective date of initial determination or re-examination of income, exclusive of certain other types of income specified in this policy.

Total Annual Family Income **includes**, but is not limited to, the following:

- a. The full amount, before any payroll deduction, of wages and salaries, and overtime pay, including compensation for personal services (such as commissions, fees, tips and bonuses):
- b. Net income from the operation of a business or profession. (Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining New Income.) An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or other assets from the operation of a business or profession will be included in Income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
- c. Interest dividends and other net income of any kind from real or personal property. (For this purpose, expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from real or personal property). An allowance for depreciation is permitted only as authorized in Paragraph b of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets

invested by the family. Where the family has Net Family Assets in excess of \$5,000.00, Annual Assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.

- d. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment; **(excluding lump sum supplemental security income (SSI) and Lump Sum Social Security Benefits (SS)).**
- e. Payments in lieu of earnings, such as unemployment and disability compensation, social security benefits, workmen's compensation and severance pay.
- f. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts, including amounts received from any persons not residing in the dwelling. If the payments actually received are different than the determined amount, rent can be adjusted in accordance with the dwelling lease.
- g. All regular pay, special payments and allowances (such as longevity, overseas duty, rental allowances for dependents, etc.) received by a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other family member whose dependents are residing in the unit. (See definition of "Hazardous duty pay" on Page 21.)
- h. Payments to the head of the household for support of a minor or payments nominally to a minor for his support but controlled for his benefit by the head of the household or a resident member other than the head, who is responsible for his support.
- i. Veterans Administration compensation (Service Connected Disability or Death Benefits.)

**If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a re-determination at the end of the shorter period.**

Residents that receive lump-sum payments that are included as income and fall in the categories listed above, **(excluding Lump Sum Supplemental Security Income (SSI) and Lump Sum Social Security Benefits (SSI))**, must report the income to the PHA as soon as possible but no later than ten calendar days after receipt of the funds and the applicable portion of the payment that is due as back rent is due fourteen (14) days after the PHA notifies the family of the amount due.

Unreported Income: If a tenant fails to report income the tenancy may be terminated under the terms of the PHA's lease. If the unreported income was unintentional by the tenant, the tenant will be billed for the amount due the PHA and the amount will be payable within fourteen (14) days. If the payment cannot be made in one payment, the tenant may request the PHA to approve a repayment schedule. Any repayment agreement must be in writing and signed by the Tenant and a PHA representative.

66. TOTAL TENANT PAYMENT (TTP) – The TTP for families participating in the Public Housing Program must be the greater of:

- 30 percent (30%) of family adjusted income;
- 10 percent (10%) of family monthly income;
- \$100, which is the current minimum rent set by the PHA, or the flat rent. The resident may elect the flat rent in lieu of the rent calculated in the paragraph above.

As approved under the “Moving to Work” Program the current minimum rent for all families (except elderly, disabled or handicapped) is \$100 per month. This will increase for these families to \$150 per month effective 01/01/2001.

67. UTILITIES – Utilities may include water, electricity, gas, other heating refrigeration and cooking, fuels, trash collection, and sewerage.

In the event the Family exceeds the utility usage allowed by the HA, the family will be charged for the excess usage.

**Telephone and cable television service is not a utility.**

68. VERY LOW-INCOME FAMILY – A Very Low-Income Family means a family whose annual income does not exceed fifty (50% percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, as determined by the Department of Housing and Urban Development.

69. WAGE EARNER – A person in a gainful activity who received any wages. Said wages or pay covers all types of employee compensation including salaries, vacation allowance, tips, bonuses, commissions and unemployment compensation. The terms “Wage Earner” and “Worker” are used interchangeably.

69. WELFARE ASSISTANCE – Welfare or other payments to families or individuals based on need, that are made under programs funded, separately or jointly, by federal, state or local governments.

## **SECTION VII. APPLICATIONS AND OTHER REQUIRED FORM**

1. How to Apply – Families wishing to apply for Public Housing shall be required to complete an application and other required forms. All applications must be signed and dated by the applicant and spouse, and all adult family members, if possible.

Applications will be accepted at 500 E. Russell Avenue, High Point, North Carolina, 27260. On Tuesdays and Thursdays from 10:00 A.M. until 4:00 P.M. (excluding holidays).

Applications will be taken from elderly, handicapped, or disabled persons Monday – Friday from 10:00 A.M. to 4:00 P.M. (excluding holidays).

Individuals who have a physical impairment which would prevent them from completing an application in person may call the PHA to make special arrangements to complete their application. A telecommunication device for the deaf (TDD) (336-887-2661) is available for the deaf.

Applicants will be advised that they are required to keep the PHA advised at all times of their mailing address and the current family status.

If an applicant claims they did not receive a letter mailed by the PHA, that requested the applicant to provide information or to attend an interview, the PHA will determine whether the letter was returned to the PHA. If the letter was not returned to the PHA, the applicant will be assumed to have received the letter.

2. Closing of Application Taking – If the PHA is taking applications, the PHA may suspend the taking of applications if the waiting list is such that additional applicants would not be able to occupy a public housing unit within the next 12 months period. Application taking may be suspended by the bedroom size, if applicable. The PHA will make known to the public through publication in a newspaper of general circulation, and other suitable means the fact that applications for public housing units are being suspended.

To reach persons who cannot read the newspapers, the PHA will distribute fact sheets to the broadcasting media.

3. Opening of Application Taking – When the PHA decides to start taking applications, the waiting list may be opened by bedroom size.

The PHA will make known to the public through publication in a newspaper of general circulation, and other suitable means the availability and nature of housing assistance for eligible families.

The Notice must contain the following:

- A. The PHA will publish the date applications will be accepted and the location where applications can be completed.
- B. Briefly describe the Public Housing Program.
- C. State that applicants for Public Housing must specifically apply for the Public Housing Units and that applicants for Public Housing may also apply for the Section 8 Program, if applicable, and they will not lose their place on the Public Housing waiting list if they also apply for Section 8 assistance.

**(For this to be applicable the PHA must be accepting applications for Section 8 assistance.)**

- D. To reach persons who cannot read the newspapers, the PHA will distribute fact sheets to the broadcasting media.

## **SECTION VIII.**

### **APPLICANT SCREENING / SELECTION CRITERIA**

In cooperation with local, state, and federal law enforcement officials and court the PHA conducts extensive screening of applicants prior to providing assistance. Such screening includes: reviewing police and court records, credit payments history, and landlord references, checking with probation officers, and local social service providers. Such screening will be conducted for all household members, 16 years of age or older to ascertain past drug or criminal activity.

The Housing Authority of the City of High Point (PHA) will admit as residents to its low-rent developments, applicants who, at the time of admission, meet all of the following requirements:

- (1) Who qualify as a family as defined by the PHA in this policy.
- (2) Whose annual income does not exceed the applicable income limits for the admission as established by the Department of Housing and Urban Development.
- (3) Whose family composition conforms to the occupancy standards that are appropriate to the vacant unit.
- (4) Whose past performance in meeting financial obligations, especially rent, is satisfactory.
- (5) Who have no record of the disturbance of neighbors, destruction of property, living or housekeeping habits from prior residences that would adversely affect the health, safety or welfare of other residents or the community.
- (6) Who have no history of criminal activity involving crimes of physical violence to persons, property, or criminal acts that would adversely affect the health, safety or welfare of other residents of the community.
- (7) Who are at least 18 years of age or older. If under the age of 18, the applicant must submit proof of emancipation.
- (8) Who do not owe rent or other charges to any PHA or to any Section 8 Program. If the applicant owes any PHA money from previous occupancy (move-out balance debt), this debt must be paid prior to the applicant's application being approved for housing.
- (9) Who have not had their lease terminated by the PHA within the past three (3) year period, for reasons other than nonpayment of rent and/or other charges. After the three (3) year period has elapsed, the Executive Director or his designee will review applications prior to their approval.
- (10) Who provides a Social Security number for all family members, age 6 or older, or can document and certify that they do not have a Social Security number.
- (11) Who are citizens or non-citizens who have eligible immigration status in one of the following categories.
  - (a) A non-citizen lawfully admitted for permanent residence, as defined by section 101(a)(20) of Immigration and Nationality Act (INA), as 1101(1)(20 and 110(a)(15), respectively (immigrants). This INA (8 U.S.C. 1160 or 1161),

(Special agricultural worker) who has been granted lawful temporary resident status).

- (b) A non-citizen who entered the U.S. before January 1, 1972 or such later date as enacted by law, and has continuously maintained residence in the U.S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under Section 249 of the (INA)(8 U.S.C.1259)
- (c) A non-citizen who is lawfully present in the U.S. pursuant to an admission under Section 207 of the INA (9 U.S.C. 1157 (refugee status); pursuant to the granting of asylum (which has not been terminated) under Section 208 of the INA (8 U.S.C. 1158) (asylum status); or as a result of being granted conditional entry under Section 203 (a)(7) of the INA (8 U.S.C. 1153(a)(7) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion, or because of being uprooted by catastrophic national calamity;
- (d) A non-citizen who is lawfully present in the U.S. as a result of an exercise or reasons deemed strictly in the public interest under Section 212(d)(5) of the INA (8 U.S.C. 1182(2)(5) parole status);
- (e) A non-citizen who is lawfully present in the U.S. as a result of the Attorney General's withholding deportation under section 2543(h) of the INA (8 U.S.C. 1253(h) threat to life or freedom; or
- (f) A non-citizen lawfully admitted for temporary or permanent residence under Section 245A of the INA (8 U.S.C. 1255A) (amnesty granted under INA 245A)

During screening the PHA will require applicants to demonstrate ability to comply with essential provisions of the lease as summarized below:

1. All applicants must demonstrate through an assessment of current and past behavior of the ability:
  - (a) To pay rent and other charges as required by the lease in a timely manner;
  - (b) To care for and avoid damaging the unit and common areas;
  - (c) To use facilities and equipment in a reasonable way;
  - (d) To create no health, or safety hazards, and to report maintenance needs,
  - (e) Not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
  - (f) Not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or staff; and not to engage in drug-related criminal activity on or off the premises;
  - (g) To comply with necessary and reasonable rules and program requirements of HUD and the PHA;
  - (h) To comply with health and safety codes.
2. The PHA will check the applicant's ability to comply with essential lease requirements.
  - (a) Applicant ability and willingness to comply with the essential lease requirements will be checked in accordance with PHA's applicant screening. Information to be



considered in completing applicant screening shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application, in present and prior housing.

- (b) The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected not to:
  - Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare;
  - Adversely affect the physical environment or financial stability of the project;
  - Violate the terms and conditions of the lease;
  - Require services from PHA staff that would alter the fundamental nature of PHA's program.
- (c) PHA will conduct a detailed interview of all applicants using an interview checklist. The checklist is part of the screening procedures used in support of this policy.
- (d) Payment of funds owed to any PHA is part of the screening evaluation. Payment of outstanding balances is an opportunity for the applicant to demonstrate an improved track record. Any balance owed to any PHA for any program must be paid in full prior to the applicant being determined eligible for assistance.
- (e) PHA will complete a criminal background check on all applicants including other family members 16 years of age and older.
- (f) All applicants are required to attend a pre-occupancy interview.
- (g) PHA's examination of relevant information regarding past and current habits or practices will include, but is not limited to, an assessment of:
  - The applicant's past performance in meeting financial obligations, especially rent.
  - A record of disturbance of neighbors (disturbances sufficient to warrant a police call) destruction of property, or living, or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other tenants or neighbors.
  - A history of criminal activity on the part of any family member involving crimes of physical violence to persons or property, and other criminal acts including drug-related criminal activity which would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development.
  - A record of eviction from housing (taking into account date and circumstances).
  - An applicant's ability and willingness to comply with the terms of PHA's lease.

- An applicant's intentional misrepresentation of any information related to eligibility, award of preference for admission, housing history, allowance, family composition or rent will result in rejection.
- Applicants must be able to demonstrate the ability and willingness to comply with the terms of PHA's lease, either along, or with assistance which they can demonstrate that they have, or will have at the time for admission. Availability of assistance is subject to verification by the PHA.

### 3. Screening applicants who claim mitigating circumstances.

- (a) If unfavorable information is received about an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. To be factored into PHA's screening assessment of the applicant, mitigating circumstances must be verified.
- (b) Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior, which when verified, would indicate both:
  - The reason for the unsuitable rental history and/or behavior;
  - That the reason for the unsuitable rental history and behavior is no longer in effect or is under control and applicant's prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.
- (c) If the mitigating circumstances claimed by the applicant relate to a change in disability, medical condition or course of treatment, PHA shall have the right to refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. PHA shall also have the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstance or, in the case of a person with disabilities to verify a reasonable accommodation.
- (d) Examples of mitigating circumstances might include:
  - Evidence of successful rehabilitation;
  - Evidence of the applicant family's participation in social service or other appropriate counseling service.
  - Evidence of successful and sustained modification of previous disqualifying behavior.
- (e) Consideration of mitigating circumstances does not guarantee that applicant will qualify for admission. PHA will consider such circumstances in light of:
  - The applicant's ability to substantiate through verification the claim of mitigating circumstances and his/her prospects for improved future behavior; and
  - The applicant's overall performance with respect to all the screening requirements; and
  - The nature and seriousness of any criminal activity, especially drug-related criminal activity that appears on the applicant's record.

### 4. Qualified and Unqualified Applicants

- (a) Verified information will be analyzed and a determination made with respect to:
- Eligibility of the applicant as a family;
  - Eligibility of the applicant with respect to income limits for admission;
  - Eligibility of the applicant with respect to citizenship;
  - Unit size required for the family;
  - Preference category (if any) to which the family is entitled;
  - Qualification of the applicant with respect to the Applicant Selection Criteria.
- (b) Families determined to be qualified will be notified by the PHA of the approximate date of occupancy insofar as that date can be reasonably determined. However, the date given by the PHA does not mean that applicants should expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon factors not directly controlled by the PHA, such turnover rate, and market demands as they affect bedroom sizes and project location.
- (c) Assistance to a family may not be delayed, denied or terminated on the basis of the family's ineligible immigration status unless and until the family completes II the verification and appeals processes to which they are entitled under both INS and PHA procedures.
- (d) PHA will make every effort to accurately estimate an approximate date of occupancy. However, the date given by the PHA does not mean that applicants should expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon factors not directly controlled by the PHA, such as turnover rates, and market demands as they affect bedroom sizes and project location.
- (e) Applicants determined ineligible, he/she will be so informed and the reasons stated in writing. The applicant will be granted ten (10) days from the date stated on the ineligible letter to request an informal meeting. The applicant may bring any person he/she wishes to represent them at the informal meeting. The request for an informal meeting shall be submitted either orally or in writing and received by the PHA within the time frame established by the PHA for the meeting.

## SECTION IX. GROUNDS FOR DENIAL OF ADMISSION

1. The PHA is not required nor obligated to assist families who:
  - A. Owe rent, other amounts, or judgements to any PHA or any other federally subsidized housing program, the applicant will be declared ineligible. At the PHA's discretion, the applicant may be declared eligible upon payment of debt, with the date and time of application being the time of payment and meeting other criteria.

### NOTE

**Applicants that owe a PHA or any other federally subsidized program funds will be ineligible. Applicants must meet all other conditions for occupancy. Re-paying funds that are due does not necessarily qualify an applicant for occupancy. Such payments will be considered along with other factors in the application process. Any money owed to a PHA that has been discharged by bankruptcy shall not be considered in making this determination.**

- B. Have previously been evicted from public housing.
- C. Committed acts that would constitute fraud in connection with any federally assisted housing program.
- D. Did not provide information required within the time frame specified during the application process.
- E. Convicted of drug-related criminal activity or violent criminal activity. The PHA shall prohibit admission to any household that includes any individual who is subject to a lifetime registration program.
- F. Has a record of not meeting financial obligations, especially rent.
- G. Has a record of disturbance of neighbors, destruction of property, or living or housekeeping habits that may adversely affect the health, safety or welfare of the other tenants.
- H. Has a history of criminal activity involving crimes of physical violence to persons or property and other criminal activity that may adversely affect the health, safety or welfare of residents.
- I. The applicant family must have properly completed all application requirements, including verifications. Intentional misrepresenting of income, family composition or any other information affecting eligibility will result in the family being declared ineligible. In the event that misrepresentation is discovered after admission, the lease may be terminated for such misrepresentation.
- J. The applicant and all adults must sign a release allowing the PHA to request a copy of a police report from the Police Department or other Law Enforcement Agencies. If the PHA uses the information to deny or terminate assistance the PHA must provide a copy of the information used.
- K. If the applicant is a former Public Housing or Section 8 participant who vacated the unit in violation of his lease, the applicant may be declared ineligible.

- L. If the PHA determines that a person is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The PHA may waive this requirement if:
- The person demonstrates to the PHA's satisfaction that the person is not longer engaging a drug-related criminal activity or abuse of alcohol;
  - Has successfully completed a supervised drug or alcohol rehabilitation program;
  - Has otherwise been rehabilitated successfully; or
  - Is participating in a supervised drug or alcohol rehabilitation program.

**NOTE**

**The above list is not intended to be all inclusive, Applicants may be denied admission if the PHA has reason to believe that the conduct of the applicant has been such as would be likely to interfere with other tenants in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety, or welfare or to affect adversely the physical environment or the financial ability of the project if the applicant were admitted to the project.**

1. If an applicant is denied admission, the PHA will notify the applicant, in writing, of its determination and inform the applicant that they have an opportunity for an informal meeting on such determination. The denial letter will allow the applicant ten (10) calendar days to request an informal meeting (verbal or in writing) with the PHA. The applicant may bring any person he/she wishes to represent them at the informal meeting.
2. As a general rule applicants will be denied admission to Public Housing for the following time frames, which shall begin on the date of application, unless otherwise provided for herein below:
  - A. Denied admission for one (1) or three (3) years for the following:
    - Past rental record – 3 years
    - Bad rent paying habits – 3 years
    - Bad housekeeping habits, in and outside the unit – 1 year
    - Damages – 3 years
    - Disturbances – 1 year
    - Live-ins – 1 year
    - Persons evicted from Public Housing, Indian Housing, Section 8, or Section 23 Programs because of drug-related criminal activity are ineligible for admission to Public Housing for a three-year (3) period beginning on the date of such eviction.

- The HA can waive this requirement if: the person demonstrates to the HA's satisfaction successful completion of a rehabilitation program approved by the HA, or the circumstances leading to the eviction no longer exist.
- B. Denied admission for five (5) years for the following:
- Fraud (giving false information on the application is considered fraud).
  - An arrest or conviction record that indicates that the applicant may be a threat and/or negative influence on other residents. The five years shall begin on the date of the last reported act, completion of sentence and/or probation period.
  - Drug use without evidence of rehabilitation.
  - Conviction for Drug Trafficking. Admission to be denied for a period of five (5) years from the date of conviction.
- C. Denied admission for life to any household that includes any individual who is subject to lifetime registration requirement under a State Sex Offender Registration Program.
- D. Denied admission for life to any applicant who has been convicted of manufacturing or producing methamphetamine (commonly referred to as "speed") on the premises of the Public Housing Project. 'Premises' is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

#### **NOTE**

**As noted above these frames are only guidelines and the PHA may deny admission to any individual whose behavior may adversely affect the health, safety or welfare of other tenants, or may admit persons who exhibit evidence of rehabilitation.**

## SECTION X. OCCUPANCY GUIDELINES

It is the PHA's policy that families of the appropriate size should occupy the units. This policy maintains the usefulness of the units, while preserving them from excessive wear and tear or under-utilization.

The following general unit maximum and minimum number of persons per unit will govern the assignment of a family of a given size and composition. These are only guidelines and the maximums may be exceeded at the request of the family, or because of the square footage of a specific unit.

Occupancy Guidelines Chart		
No. of Bedrooms	Min. Persons / Unit	Max. Persons / Unit
OBR	1	1
1 BR	1	2
2 BR	2	4
3 BR	3	6
4 BR	4	8
5 BR	5	10
6BR	6	12

Exceptions to the maximum standards may be made in case of reasonable accommodations for a person with disabilities, emergencies, and at the discretion of the Executive Director or his designee. Further, the PHA has the right to permit families exceeding the maximums shown above to occupy units when they request such occupancy, and when PHA determines that the unit in question is large enough.

Families may choose to be placed on the waiting list for a unit one bedroom size smaller than that designated on the chart. A family that chooses to occupy a smaller size unit must agree not to request a transfer until their family size changes.

Families will not be placed on the waiting list for a larger unit unless there is a verifiable medical reason or reasonable accommodation that requires that the family be placed in a larger size unit.

Dwelling units will be assigned so that:

- (a) It will not be necessary for persons of different generations or opposite sex, other than husband and wife, to occupy the same bedroom. Exceptions may be made for infants and young children or at the request of the family.
- (b) For verified reasons of health (disability, addition of a live-in aide, need for medical equipment, etc.), a separate bedroom may be provided for an individual family member.
- (c) Two children of opposite sex will not be required to share a bedroom except at the request of the family.
- (d) The living room will not be used as a bedroom except at the request of the family.
- (e) A single head of household parent shall not be required (but may choose) to share a bedroom with his/her children over the age of 3.

**IMPORTANT:** The above options will be discussed with each applicant family. Families will also be updated as to the status and movement of the various waiting lists and sub-lists maintained by the PHA. Families shall be asked to declare in writing the waiting list on which they wish to be

placed. If a family opts for a smaller unit size than would normally be assigned under the above standards (because, for example, the list is moving faster), the family will be required to sign a statement agreeing to occupy until their family size or circumstances change.



## **SECTION XI.TENANT SELECTION AND ASSIGNMENT PLAN**

### **A. Organization of the Waiting List**

It is the PHA's policy that each applicant shall be assigned his/her appropriate place on a single city-wide list in sequence based upon date and time the application is received, suitable type or size of unit, and factors affecting preference. Preference factors are established in this policy in accordance with HUD regulations and are consistent with the objectives of Titles VI of the Civil Rights Act of 1974 and Title VII of the Civil Rights Act of 1968 and HUD regulations and requirements pursuant thereto. Exceptions to single city-wide waiting lists will be permitted only to comply with Court Orders, Settlement Agreements, or when approved in advance by the Assistant Secretary for Fair Housing and Equal Opportunity.

The primary goals of this plan is to:

1. Prohibit the concentration of low-income families in public housing.
2. Income targeting.
3. To ensure that each applicant shall be assigned his/her appropriate place on a single wide list in sequence based upon date and time that the application is received, suitable type of size of unit, and factors affecting preference. The preference factors are established in this policy in accordance with HUD regulations and requirements pursuant thereto. Exceptions to single city-wide waiting lists will be permitted only to comply with court orders. Settlement Agreements, or when approved in advance by the Assistant Secretary for Fair Housing and Equal Opportunity.

The Housing Authority of the City of High Point (PHA) may not concentrate very low-income families in public housing units in certain public housing projects or certain buildings within projects. The PHA will submit with its annual PHA plan and Admissions Policy designed to provide for de-concentration of poverty and income-mixing by bringing higher income tenant into lower income projects and lower income tenants into higher income projects. The PHA may offer incentives for eligible families having higher incomes to occupy dwelling units in projects predominantly occupied by eligible families having lower incomes and provide for occupancy of eligible families having higher income. The skipping of a family on the waiting list to reach another family to implement de-concentration will be utilized as permitted by HUD.

Not less than 40% of new families will have incomes at or below 30% of the area median income.

Other admissions will be at or below 80% of the area median income.

Fundability will be allowed only to the extent that relatively higher income families move into public housing units in census tracts having a poverty rate of at least 30%.

### **B. Method of Applicant Selection**

The PHA will first match the characteristics of the applicant to the unit available, including any priorities for admission required for designated or mixed population housing. Applicable local preferences as described in this policy will then be used to determine the order of selection from the waiting list. Further, in the selection of a family for a unit with accessible features the PHA will give preference to families that include a person with disabilities who can benefit from the unit features.

The plan for selection of applicants and assignment of dwelling units to assure equal opportunity and non discrimination on grounds of race, color, sex, religion, or national origin is **Plan "A"**. Under this plan each qualified applicant first in sequence on the waiting list is made one offer of a unit of appropriate size. The applicant must accept the vacancy offered or be dropped to the bottom of the waiting list ("unless the refusal was for good cause").

Selection will be in such a manner as:

- (a) To avoid concentration of the most economic and socially deprived families in one or all of the developments operated by the PHA.
- (b) To preclude admission of applicants who habits and practices reasonably may be expected to have a detrimental effect on the residents or the environment.
- (c) To maintain a resident body in each development composed of families with a broad range of incomes and rent paying ability which is generally representative of the range of incomes of the low income families in the PHA's area of operation.
- (d) To give preference to applicants who are otherwise eligible for assistance and who at the time they apply for housing assistance, are living within the jurisdiction of High Point, NC.
- (e) To achieve both the goals of reducing poverty and income mixing in public housing the PHA will skip over certain applicants on the waiting list based on income to achieve the required percentage of the extremely low-income families.
- (f) Residency preferences will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant family.

### **C. Order of Applicant Selection**

The order of selection listed below is to be applied within the ranges of Income/Rent adopted by the HA:

**First Preference:** These applicants will be selected first and ranked in the following order:

Families who reside inside or whose head of household or spouse is employed or have been hired to work, and graduates of, or are now participants in, education and training programs, fi the education or training program is designed to prepare individuals for the job market within the jurisdiction of High Point, NC, in the following order:

- Families that have been determined to be emergencies as defined as:  
"Displaced by disaster, such as fire or flood; displacement by government action; domestic violence; displacement to avoid reprisals; displacement by hate crimes, or as further defined by Executive Director."
- Families with at least one adult who is employed. (This ranking is extended equally to elderly families or families whose head or spouse is receiving income based on their inability to work).
- Families not currently receiving housing assistance,
- Families currently receiving housing assistance.

**Second Preference:** These applicants will be selected after the First Preference applicants and ranked in the following order:

Families who do not reside inside or whose head of household or spouse work or have not been hired to work, and are not graduates of, or are not participants in, education and training programs, in the jurisdiction in the jurisdiction of High Point, NC, in the following order:

- Families that have been determined to be emergencies as defined as: “Displacement by disaster, such as fire or flood; displacement by government action; domestic violence; displacement to avoid reprisals; displacement by hate crimes, or as further defined by Executive Director”.
- Families with at least one adult who is employed. This ranking is extended to elderly families or families whose head or spouse is receiving income based on their inability to work).
- Families *not* currently receiving housing assistance.
- Families currently receiving housing assistance.

Applicants will be selected by date and time within each ranked category above.

#### **D. Acceptance/Refusal of offer**

The applicant must accept the vacancy offered within ten (10) working days of the date the offer is communicated by mail, or be dropped to the bottom of the waiting list (unless the rejection is for “good cause”).

If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents to the satisfaction of the PHA clear evidence (“good cause”) that acceptance of the offer of a suitable vacancy will result in undue hardship. Or handicap not related to consideration of race, color, sex, religion or national origin, the applicant will not be dropped to the bottom of the waiting list.

Examples of good cause for the refusal of housing include, but are not limited to:

- (1) Inaccessibility to source of employment or children’s day care such that adult household member must quit a job, drop out of an educational institution or job training program;
- (2) The family demonstrates to PHA’s satisfaction that accepting the offer will result in a situation where a family member’s life, health or safety will be placed in jeopardy. The family must offer specific and compelling documentation such as restraining order, other court orders, or risk assessments related to witness protection from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone are not good cause.
- (3) A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members or live-in aide (each as listed on final application) necessary to the care of the principal household member;
- (4) The unit is inappropriate for the applicant’s disabilities;

- (5) An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing.

The applicant must be able to document that the hardship claimed is good cause for refusing an offer of housing. Where good cause is verified to PHA's satisfaction, the refusal of the offer shall not require that the applicant be dropped to the bottom of the waiting list.

The PHA will maintain a record of units offered, including location, date, and circumstances of each offer, and each acceptance or rejection, including the reason for the rejection.

Before offering a vacant accessible unit to a non-disabled applicant, the PHA will offer such units:

- (1) First, to a current occupant of another unit of the same development under the PHA's control, having a disability that requires the special features of the vacant unit (in effect, a transfer of the occupant with disabilities from an un-adapted unit to the vacant accessible/adapted unit).
- (2) Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

When offering an accessible/adaptable unit to a non-disabled applicant, the PHA will require the applicant to agree to move to an available non-accessible unit within 30 days when either a current resident, or an applicant needs the features of the unit. This requirement will be reflected in the lease agreement signed with the applicant.

## **SECTION XII. LEASING AND OCCUPANCY OF DWELLING UNITS**

It is the PHA's policy that all units must be occupied pursuant to a lease that complies with HUD's regulations.

Prior to making an offer for a unit the file for the applicant next on the waiting list will be reviewed by a staff member to determine the final approval.

Applicant folders will be processed at the PHA office. Initial intake, waiting list management, screening, and offers of housing (including transfers) will be made by public housing staff.

Offers will be made in writing only after final approval by the site manager.

Once the unit is shown and the applicant accepts the unit, public housing staff will execute a lease. If the applicant refuses the unit, the reason for refusal must be obtained. The public housing staff will make a "good cause" determination.

Changes in family composition, income, or status between annual re-examinations will be processed centrally. PHA staff shall work with central office to forward necessary information and coordinate this activity with the applicant or resident family. Staff shall not lease units to families whose occupancy will create an over or under housed situation.

The lease shall be signed by the head, spouse, and all adult members of the household accepted as a resident family and by the Executive Director or other authorized representative of PHA, prior to actual admission.

If a resident transfers from one PHA unit to another, a new lease will be executed for the dwelling into which the family moves.

If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:

- (1) A new lease agreement will be executed, or
- (2) A Notice of rent Adjustment will be executed, or
- (3) Any appropriate riders will be prepared and made a part of the existing lease, or any appropriate insertions made within the lease. All copies of such riders or insertions are to be dated and signed by the Resident and by the Executive Director or other authorized representative of the Housing Authority.

Only those persons listed on the lease shall be permitted to occupy a dwelling unit. Except for natural births to family members, any family seeking to add a new member must request approval in writing prior to the new member occupying the unit.

Following receipt of a family's request for approval, the PHA will conduct a pre-admission screening of the proposed new member. Only new members approved by the PHA following the screening process will be added to the household. The results of screening shall be used to determine whether or not to admit the new member. Children born to a family member, children under the age below which Juvenile Justice records are not made available who are adopted by a family member, or who are added through a kinship care arrangement are exempt from the pre-admission screening process. The exemption age specified in this paragraph is subject to change should the state or locality modify its laws concerning the availability of police or court records for juvenile offenders.

Examples of situations where the addition of a family member is subject to screening are:

- (1) Resident plans to be married and files a request to add the new spouse to the lease.
- (2) Resident is awarded custody of a child over the age for which juvenile justice records are available;
- (3) Resident desires to add a new family member to the lease, employ a live-in-aide, or take in a foster child(ren);
- (4) A unit is occupied by a remaining family member(s) under the age of 18 (and not an emancipated minor) and an adult, not a part of the original household, requests permission to take over as the head of the household.

Residents who fail to notify the PHA of additions to the household are in violation of the lease. Residents who permit persons to join the household without undergoing screening are also in violation of the lease. The PHA will consider such persons unauthorized occupants and the entire household will be subject to eviction.

Visitors may be permitted in a dwelling unit, provided they are reported to the Manager within 72 hours of their arrival or prior thereto. The manager may authorize visits not exceeding 30 calendar days. Visits of more than 30 calendar days shall not be authorized. Visitors remaining beyond this period shall be considered trespassers and the head of the household shall be guilty of a breach of the lease.

Roomers and lodgers shall not be permitted to occupy a dwelling unit, nor shall they be permitted to move in with any family occupying a dwelling unit. Violation of this provision is grounds for termination of the lease.

Residents must advise the PHA if they will be absent from the unit for more than 14 days. Residents are required to notify the manager and make arrangements to secure the unit and provide a means for the PHA to contact the resident in the event of an emergency.

### SECTION XIII. RESIDENT TRANSFERS

It is the PHA's policy that transfers will be made without regard to race, sex, sexual orientation, color, religion, national origin, or familial status. Residents will be transferred to accommodate a disability.

Emergency transfers are permitted when the unit or building conditions pose an immediate threat to resident life, health or safety, as determined by the PHA. Emergency transfers within sites or between sites may be made to repair unit defects hazardous to life, health, or safety, alleviate verified medical problems of a life threatening nature, or, based on documentation provided by a law enforcement agency, protect members of the household from attack by the criminal element in a particular property or neighborhood. These transfers shall take priority over new admissions.

Transfers are permitted to remove residents who are: Witnesses to crimes and may face reprisals (as documented by a law enforcement agency), Provide housing options to residents who are victims of hate crimes or extreme harassment, Alleviate verified medical problems of a serious nature, Permit modernization of units, or permit a family that requires a unit with accessible features to occupy such a unit. These transfers shall take priority over new admissions.

Requests for medical transfers will be made to the manager. The resident will provide the manager with the necessary verification and/or documentation to substantiate the need for a medical transfer. Medical transfers may also be initiated by the PHA, such as moving a person with mobility problems to a unit with accessible features.

Transfers within sites may be made to correct occupancy standards (over/under housed condition), and to address situations such as neighbor disputes that are not criminal, but interfere with the peaceful enjoyment of the unit or common areas. These transfers will not take priority over new admissions.

Residents in an over/under housed status will be advised in their 30 day "Notice of Results of Re-examination" that a transfer is recommended and that the family has been placed on the transfer list.

When a head of household, originally housed in a bedroom by him/herself, has a child, the child shall remain in the parent's bedroom until it is three (3) years of age. After the age of three (3) a transfer may be recommended. **Exceptions:** Spouse returns to the unit, marriage takes place, or family decides to remain in the unit and the PHA's opinion the unit is large enough to accommodate the number of persons now in the household. (Other than for births that occur during tenancy, the PHA's prior approval of additions to the household is required).

Split family transfers will be processed under administrative transfers. Families that split into two (2) "new" households may be transferred to two (2) different units or a portion of the "old" household may be transferred to a single unit depending on family circumstances and unit availability. Options for split-family transfers will be considered in order to minimize the impact on vacant units. Such transfers will be made in a manner that best benefits the PHA.

The Manager has the responsibility to obtain and document all pertinent information relative to a request for transfer.

Transfers must be approved by the Executive Director or designee.

Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in the removal of the household from the transfer list. The good cause standards applicable to new admissions shall apply to transfers.

## **SECTION XIV. ELIGIBILITY FOR CONTINUED OCCUPANCY, ANNUAL RE-EXAMINATIONS, & REMAINING FAMILY MEMBERS**

### **A. Eligibility for Continued**

Residents who meet the following criteria will be eligible for continued occupancy:

1. Qualify as a family as defined in this policy. (For purpose of continued occupancy remaining family members qualify as family. Remaining family members can also include court ordered emancipated minors under the age of 18).
2. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.
3. Whose family members, age 6 or older, each have Social Security numbers, or have certifications on file indicating they have no Social Security number.
4. Who are citizens or have eligible immigration status. Every member of a resident family must submit either evidence of citizenship or eligible immigration status as required.

### **B. Remaining Family Members and Prior Debt**

1. As a party to the lease, remaining family members (other than the head or spouse) 18 years of age or older will be responsible for arrearages incurred by the former head or spouse. PHA will not hold remaining family members (other than head or spouse responsible for any portion of the arrearage incurred prior to the remaining member attaining age 18.
2. Remaining family members under the age of 18 shall not be held responsible for the rent arrearages incurred by the former head of household.

### **C. Re-Examination**

1. Regular re-examinations. The PHA shall at least once a year, re-examine the incomes of all resident families whose rent has been computed by the income-based rental method. The effective date of the annual re-examination shall be the anniversary date of admission.
2. Special Re-Examinations. When it is not possible to estimate projected family income with any degree of accuracy at the time of admission or regular re-examination, a temporary determination will be made with respect to income and a special re-examination will be scheduled every 90 days until a reasonably accurate estimate of income can be made. The resident will be notified in advance as to the date for the special re-examination(s). Special re-examination shall also be conducted when there is a change in the head of household that requires a remaining family member to take on the responsibilities of a leaseholder.
3. Zero Income. Persons reporting zero income will have their circumstances examined every 90 days until they have a stable income. Persons claiming zero income will also be asked to complete a family expense form. This form will be the first form completed in the annual re-examination process. The form will ask residents to estimate how much they spend on: food, beverages, transportation,



health care, child care, debts, household items, etc. Residents will then be asked how they pay for these items.

4. Flat rent re-examinations. Re-examinations of income will be conducted every three (3) years for the families who have chosen to have their rent based on the flat rent method.

Re-examinations of the family composition will be conducted at least annually.

In the event a family's income decreases due to financial hardship, the family may elect to pay an income-based rent because the higher flat rent is no longer affordable.

5. Re-examination Procedures

- (a) At the time of re-examination, the head of household will be required to sign a Re-examination Data Sheet and other forms as required by HUD.
- (b) Employment, income, allowances, Social Security numbers, and such other data as is deemed necessary will be verified, and all verified findings will be documented and filed in the resident's folder. Income verifications must be current. (Within the past 120 days).
- (c) Verified information will be analyzed and a determination made with respect to:
  - Eligibility of the resident as a family or as the remaining member of a family;
  - Unit size required for the family;
  - Rent the family should pay.
- (d) Income shall be computed in accordance with the definitions and procedures set forth in this policy.
- (e) Families failing to respond to the initial re-examination appointment will be issued a final appointment. Failure to respond to the final request will result in the family being sent a notice of lease violation. Failure to comply will result in termination of the lease.

6. Action Following Re-examination

- (a) A Notice of Rent Adjustment will be issued.
- (b) If any change in the unit size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described in this policy and moved to an appropriate unit when one becomes available.
- (c) The PHA shall not commence eviction proceedings or refuse to renew a lease, based upon the income of the resident family unless:
  - (1) It has identified, for possible rental by the family, a unit of decent, safe and sanitary housing of suitable size available at a rent not exceeding thirty percent (30%) of income as defined by the Authority for the purpose of determining rents; or
  - (2) It is required to do so by local law.

Pending their removal from the project, such families are to be charged rents calculated in accordance with the formula for Total Tenant Payment described in this policy.

## SECTION XV. INTERIM RENT ADJUSTMENT / MINIMUM RENT

### A. Minimum Rent

A family must pay the greater of thirty percent (30%) of monthly adjusted income, ten percent (10%) of monthly income, or the minimum rent of \$100. (Families whose head or spouse is elderly, disabled or handicapped will pay \$25 and will remain at that level unless this is changed by the Board of Commissioners).

As approved under the "Moving To Work" Program, the minimum rent for all other families is currently \$100 per month.

### B. Rent Adjustment

1. Residents must report all changes in family composition, status, or income to the housing specialist within ten (10) calendar days of the occurrence. Failure to report within ten calendar days may result in a retroactive rent charge.
2. Not all changes in family income between re-examinations will result in a rent change. The PHA will process interim changes in rent in the following cases:
3. The family must promptly furnish to the PHA any letter or other notice furnished by HUD to a member of the family providing information concerning the amount or verification of family income.

The PHA will verify the accuracy of the income formation received from the family and change the amount of the total tenant payment, tenant rent, or terminate assistance, as appropriate based on such information.

- It is necessary to correct any error made by a previous rent determination.
- A reduction in family income has occurred which is expected to continue for a period of more than 30 days.
- The Resident or any member of the Resident's family not previously employed, becomes employed.
- When a new member is added to the family composition, and has income.
- The Resident or any member of the Resident's family who previously was not receiving government assistance in the form of TAMF, Work First, Social Security Benefits, SSI, Unemployed Benefits, etc., begins to receive such benefits.

*The Resident must report his or her, or any member of the Resident's family newly acquired government assistance referred to above, to the HA within 10 days of the date of receiving such benefits.*

- The family size of the Resident increase or decreases:

*All income of any family member who is added to the household shall be reported within 10 calendar days of the addition.*

### C. Interim Adjustments

Interim adjustments in rent shall become effective as follows:

(1) Increases in rent shall become effective as follows:

- On the first day of the second month following the increase in family income.
- On the first day of the month following the correction of an error made at a previous rent determination.

(2) Decreases in rent shall become effective:

- On the first day of the month following the reporting of a decrease in family income.
- On the first day of the month following the reporting of a change in family size.
- On the first day of the month following the correction of an error made at a previous rent determination and shall be retroactive back to the time the rent began to be incorrectly charged.

D. Failure to Report Accurate Information

If it is found the resident has misrepresented, or failed to report to Management the facts upon which his/her rent is based so that the rent being paid is less than what should have been charged, the increase in rent will be made retroactive. Failure to report accurate information is also grounds for initiating eviction proceedings in accordance with PHA's dwelling lease.

## **SECTION XVI. LEASE TERMINATION PROCEDURES**

All lease terminations and evictions will be processed in accordance with the PHA's current dwelling lease and Grievance Procedure. The PHA's Dwelling Lease and the Grievance Procedure is incorporated into this document by reference and is the guideline to be used for lease terminations and evictions. (Refer to Appendix #1 for Dwelling Lease)

The dwelling lease may not cover every specific situation that warrants a lease termination; therefore, for good cause the PHA may terminate a lease for reasons that are not specifically listed in the dwelling lease. (Refer to Appendix #4 for Trespassing Policy.)

## **SECTION XVII. COMPLAINTS AND GRIEVANCE PROCEDURE**

Complaints and grievance Procedures shall be accomplished in accordance with the PHA approved Grievance Procedure. The grievance procedure is incorporated into this document by reference and is the guideline to be used for grievances and appeals. (Refer to Appendix #3 for Grievance Procedure.)

## **SECTION XVIII. NOTICE REQUIREMENTS**

No resident shall be given a Notice of Termination (30-day notice) without being told by the PHA in writing the reason for termination. The resident must also be informed of his/her right to request a hearing in accordance with the Grievance Procedure, and be given the opportunity to make such a reply as he/she may wish. Certain actions are excluded from the Grievance Procedure, specifically; any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or PHA employees; and any drug-related criminal activity on or off the premises.

Notices of lease termination can be served personally, and if posted to the apartment door, shall also be sent to the resident by mail.

## **SECTION XIX.      RECORD KEEPING REQUIREMENTS**

A written record of every termination and/or eviction shall be maintained by the PHA, and shall contain the following information:

1.      Name or resident, number and identification of unit occupied;
2.      Date of the Notice of Lease Termination and any other notices required by state or local law; these notices may be on the same form and will run concurrently;
3.      Specific reason(s) for the Notices, with section of the lease violated, and other facts pertinent to the issuing of the Notices described in detail;
4.      Date and method of notifying resident;
5.      Summaries of any conferences held with resident including dates, names of conference participants and conclusions.

## **SECTION XX.        EXCESS UTILITY CHARGES**

Residents in units where the PHA pays the utilities may be charged for excess utilities if additional appliances or equipment are used in this unit, or the family usage of the utilities over the allowance established by the PHA. (This does not apply to the elderly).



## **SECTION XXI. ONE STRIKE POLICY**

### **Purpose**

All federally assisted housing units are intended to provide safe and decent place for eligible families to live, free of violent criminal activity and the illegal sale and use of drugs, alcohol and related activity. It is the intention of the Housing Authority of the City of High Point to fully endorse and implement a policy that is designed to:

1. Keep our program participants free from threats to their family and safe from violent criminal activity;
2. Help create and maintain a safe, alcohol and drug-free environment.

Violent criminal activity includes any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity is being engaged in by any family member.

### **Administration**

1. All screening and evicting procedures shall be administered fairly and in such a way so as not to discriminate on the basis of race, color, nationality, religion, sex, familial status, disability or other legally protected groups, and not to violate ones right to privacy.
2. To the maximum extent possible, and permissible by law, the PHA will involve other community and governmental entities, in the promotion and enforcement of this policy.
3. This policy is posted on the PHA's bulletin board and with copies made readily available to residents and participants upon request.

### **Screening of Applicants**

In an effort to prevent future drug-related and other criminal activity, as well as other patterns of behavior that pose a threat to health, safety or the right to peaceful enjoyment of the premises by other residents, and as required by the Notice 96-27, the PHA will endeavor to screen applicants as thoroughly and fairly as possible.

Such a screening will apply to any member of the household who is 18 years of age or older or who is an emancipated minor.

### **HUD Definitions**

Drug related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance. Drug related criminal activity means on or off the premises, not just on or near the premises.

Violent criminal activity includes any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity is being engaged in by any family member.

### **Standard for Violation**

The PHA will deny participation in the program to applicants and terminate assistance to participants in cases where the PHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or if the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents, including cases where the PHA determines that there is a pattern of illegal use of a controlled substance or pattern of alcohol abuse.

The PHA will consider the use of a controlled substance or alcohol to be a pattern if there is more than one incident during the previous three (3) months.

“Engaged in or engaging in” violent criminal activity means any act within the past three (3) years by applicants or participants, household members, or guests which involved criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person of another, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

The activity is being engaged in by any family member.

The existence of the above-referenced behavior by any household member or guest, regardless of the applicant or participant’s knowledge of the behavior shall be grounds for denial or termination of assistance.

In evaluating evidence of negative past behavior, the PHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by the evidence of rehabilitation.

### **Drug Related and Violent Criminal Activity**

Ineligibility if Evicted for Drug Related Activity: Persons evicted from Public Housing, Indian Housing, Section 23 or any Section 8 Program because of drug-related criminal activity are ineligible for admission to the Section 8 Program for a three-year period beginning on the date of such eviction.

Applicants will be denied assistance if they have been arrested / convicted / evicted from a unit assisted under the Housing Act of 1937 due to drug-related or violent criminal activity within the last three (3) years prior to the date of the certification interview.

Participants will be terminated who have been arrested/convicted/evicted from a unit assisted under the Housing Act of 1937 due to drug-related or violent criminal activity within the last three (3) years prior to the date of the notice to terminate assistance, and whose activities have created a disturbance in the building or neighborhood.

Applicants will be denied admission for life who have been convicted of manufacturing or producing methamphetamine (commonly referred to as “speed” on the premises of the Public Housing Community.

Admission will be denied for life to any household that includes any individual who is subject to a lifetime registration requirement under a State Sex Offender Registration Program.

If the family violates the lease for drug-related or violent criminal activity, the HA will terminate assistance.

In appropriate cases, the PHA may permit the family to continue receiving assistance provided that family members determined to have engaged in the proscribed activities will not reside in the unit. If the violating member is a minor, the PHA may consider individual circumstances with the advice of Juvenile Court officials.

### **Notice of Termination of Assistance**

In any case where the PHA decides to terminate assistance to the family, the PHA must give the family written notice which states:

- The reason(s) for the proposed termination,
- The effective date of the proposed termination,
- The family's right, if they disagree, to request an Informal Hearing to be held before termination of assistance.,
- The date by which a request for an informal hearing must be received by the PHA.

The PHA will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the Termination of Assistance. The Notice to the owner will not include any details regarding the reason for termination of assistance.

### **Required Evidence**

Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.

The PHA will pursue fact-finding efforts as needed to obtain credible evidence.

### **Confidentiality of Criminal Records**

The PHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

Misuse of the above information by any employee will be grounds for termination of employment.

## **HOUSING AUTHORITY OF THE CITY OF HIGH POINT Annual Plan – 2002**

### **Implementation of Community Service Requirements**

The PHA has entered into an agreement with Family Services of High Point and the United Way to assist the agency in the identification of community service needs in the area and in the coordination of meeting these needs. Additionally, the PHA has modified its computer software so that family members who are required to participate in the community service activities are identified monthly, are appropriately notified of the requirements and that proper accounting and verification procedures to monitor compliance are in place.

Refer to attachment NC006A01.DOC, ACOP, Section VI, paragraph 8, page 10 which defines Community Service requirements to the Table of Contents and is printed below..

COMMUNITY SERVICE – Every adult member of a family residing in public housing will be required to perform eight (8) hours of community service each month, or participate in a self-sufficiency program for at least eight (8) hours every month. This requirement does not apply to elderly persons, disabled persons, persons already working, persons exempted from work requirements under state welfare to work programs, or persons receiving assistance under a state program that have not been found to be in noncompliance with such a program.

For the purposes of this policy, community service is the performance of voluntary work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community in which the resident resides. Political activity is excluded. Each adult resident of a public housing development shall be subject to the community service work requirement except individuals who are otherwise exempt. An exempt individual is:

1. 62 years of age;
2. Is a blind or disabled individual, as defined under 216(l)(1) or 1614 of the Social Security Act (42.U.S.C. 416(i)(1) 1382c, and who certifies that because of this disability she or he is unable to comply with the service provisions of this subpart, or is a primary caretaker of such individual.
3. Is engaged in a work activity.
4. Meets the requirements for being exempt from having to engage in a work activity under the state program funded under part A of Title IV of the Social Security Act (42.U.S.C. 601 et seq.) or under any other welfare program of the state in which the HA is located, including a state-administered welfare-to-work program; or
5. Is a member of a family receiving assistance or services under a state program funded under part A of Title IV of the Social Security Act (42.U.S.C. 601 et seq.) or under any other welfare program of the state in which the Public housing Agency is located, including a state administered welfare to work program, and has not been found by the state or other administering entity to be in noncompliance with such a program.

Except for residents exempted in preceding sections (1) – (5), each adult resident of a public housing development shall:

1. Contribute 8 hours of community service (not including political activities), or
2. Participate in an economic self-sufficiency program, as defined herein, for 8 hours per month.
3. Perform 8 hours per month of combined activities as described in paragraphs 1 and 2 above.

**ADMINISTRATIVE PLAN**  
**FOR THE**  
**SECTION 8**  
**HOUSING CHOICE VOUCHER PROGRAM**

**THE HOUSING AUTHORITY OF THE CITY OF HIGH POINT**  
**P. O. Box 1779**  
**High Point, North Carolina 27261**

**Approved by the Board of Commissioners**  
**January 10, 2001**

**Submitted to U.S. Department of Housing & Urban Development**  
**February 14, 2001**

## TABLE ON CONTENTS

### CHAPTER 1 STATEMENT OF POLICIES AND OBJECTIVES

	<u>Chapter – Page</u>
INTRODUCTION .....	1-1
A. LOCAL OBJECTIVES .....	1-1
B. PURPOSE OF THE PLAN .....	1-1
C. FAIR HOUSING POLICY .....	1-2
D. SERVICE POLICY/ACCOMMODATIONS .....	1-2
E. TRANSLATIONS OF DOCUMENTS .....	1-3
F. FAMILY OUTREACH .....	1-3
G. OWNER OUTREACH .....	1-3
H. PRIVACY RIGHTS .....	1-3
I. EQUAL EMPLOYMENT OPPORTUNITY .....	1-4
J. RULES AND REGULATIONS .....	1-4
K. JURISDICTION .....	1-4
L. MONITORING PROGRAM PERFORMANCE .....	1-4
M. EXPENDITURES FROM ADMINISTRATIVE FEE RESERVE .....	1-5
N. TERMINOLOGY .....	1-5

### CHAPTER 2 ELIGIBILITY FOR ADMISSION

INTRODUCTION .....	2-1
A. FAMILY COMPOSITION .....	2-1
B. INCOME LIMITATIONS .....	2-4
C. MANDATORY SOCIAL SECURITY NUMBERS .....	2-5
D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS .....	2-5
E. OTHER CRITERIA FOR ADMISSION .....	2-5
F. SUITABILITY OF FAMILY .....	2-6
G. CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE CONTRACT .....	2-6
H. INELIGIBLE FAMILIES .....	2-6

### CHAPTER 3 APPLYING FOR ADMISSION

INTRODUCTION .....	
A. HOW TO APPLY .....	3-1
B. OPENING/CLOSING OF APPLICATION TAKING .....	3-1
C. "INITIAL" APPLICATION PROCEDURES .....	3-3
D. NOTIFICATION OF APPLICATION STATUS .....	3-4
E. TIME OF SELECTION .....	3-5
F. COMPLETION OF A FULL APPLICATION .....	3-5

G.	SELECTION OF HOUSING CHOICE VOUCHER.....	3-7
H.	FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY .....	3-7

#### **CHAPTER 4**

##### **ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST**

	INTRODUCTION.....	
A.	APPLICATION POOL.....	4-1
B.	WAITING LIST PREFERENCES.....	4-1
C.	"INITIAL" DETERMINATION OF LOCAL PREFERENCE .....	4-2
D.	LOCAL PREFERENCES.....	4-2
E.	RANKING PREFERENCES.....	4-3
F.	EXCEPTIONS FOR SPECIAL ADMISSIONS.....	4-3
G.	TARGETED FUNDING .....	4-4
H.	PREFERENCE ELIGIBILITY .....	4-4
I.	ORDER OF SELECTION.....	4-4
J.	FINAL VERIFICATION OF PREFERENCES.....	4-5
K.	PREFERENCE DENIAL.....	4-5
L.	REMOVAL FROM WAITING LIST AND PURGING.....	4-6

#### **CHAPTER 5**

##### **SUBSIDY STANDARDS**

	INTRODUCTION.....	
A.	DETERMINING HOUSING CHOICE VOUCHER SIZE.....	5-1
B.	CHANGES IN HOUSING CHOICE VOUCHER SIZE.....	5-2
C.	UNIT SIZE SELECTED.....	5-4

#### **CHAPTER 6**

##### **FACTORS RELATED TO TOTAL TENANT PAYMENT DETERMINATION**

	INTRODUCTION.....	
A.	INCOME AND ALLOWANCES .....	6-1
B.	DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT .....	6-2
C.	AVERAGING INCOME.....	6-7
D.	MINIMUM INCOME.....	6-7
E.	INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME .....	6-7
F.	REGULAR CONTRIBUTIONS AND GIFTS .....	6-8
G.	ALIMONY AND CHILD SUPPORT.....	6-8
H.	LUMP-SUM RECEIPTS .....	6-8
I.	ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE .....	6-10
J.	CHILD CARE EXPENSES.....	6-10
K.	MEDICAL EXPENSES.....	6-11
L.	PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES.....	6-11
M.	REDUCTION IN BENEFITS .....	6-11
N.	UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS.....	6-11



## **CHAPTER 7 VERIFICATION PROCEDURES**

	INTRODUCTION	
A.	METHODS OF VERIFICATION AND TIME ALLOWED.....	7-1
B.	RELEASE OF INFORMATION.....	7-3
C.	VERTIFICATION OF INCOME	
D.	INCOME FROM ASSETS	
E.	VERIFICATION OF ASSETS	
F.	VERIFYING NON-FINANCIAL FACTORS	
G.	COMPUTER MATCHING.....	7-3
H.	ITEMS TO BE VERIFIED.....	7-3
I.	VERIFICATION OF INCOME.....	7-4
J.	VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME.....	7-8
K.	WAITING LIST PREFERENCES.....	7-9

## **CHAPTER 8 HOUSING CHOICE VOUCHER ISSUANCE AND BRIEFINGS**

	INTRODUCTION	
A.	ISSUANCE OF HOUSING CHOICE VOUCHERS.....	8-1
B.	BRIEFING TYPES AND REQUIRED ATTENDANCE.....	8-1
C.	ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION.....	8-4
D.	ASSISTANCE TO FAMILIES WHO CLAIM DISCRIMINATION.....	8-5
E.	SECURITY DEPOSIT REQUIREMENTS.....	8-5
F.	TERM OF HOUSING CHOICE VOUCHER.....	8-6
G.	INTERCHANGEABILITY BETWEEN CERTIFICATE & HOUSING CHOICE VOUCHER.....	8-7
H.	HOUSING CHOICE VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS.....	8-7
I.	REMAINING MEMBER OF TENANT FAMILY - RETENTION OF HOUSING CHOICE VOUCHER.....	8-8

## **CHAPTER 9 REQUEST FOR LEASE APPROVAL AND CONTRACT EXECUTION**

	INTRODUCTION	
A.	REQUEST FOR LEASE APPROVAL.....	9-1
B.	ELIGIBLE TYPES OF HOUSING.....	9-2
C.	LEASE REVIEW.....	9-3
D.	INITIAL INSPECTIONS.....	9-4
E.	RENT LIMITATIONS.....	9-4
F.	DISAPPROVAL OF PROPOSED RENT.....	9-4
G.	INFORMATION TO OWNERS.....	9-5
H.	OWNER DISAPPROVAL.....	9-5

I.	CHANGE IN TOTAL TENANT PAYMENT (TTP) PRIOR TO HAP EFFECTIVE DATE .....	9-6
J.	CONTRACT EXECUTION PROCESS .....	9-6
K.	CHANGE IN OWNERSHIP .....	9-7

## **CHAPTER 10 HOUSING QUALITY STANDARDS AND INSPECTIONS**

	INTRODUCTION .....	
A.	GUILDLINES/TYPES OF INSPECTION .....	10-1
B.	ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS .....	10-2
C.	INSPECTIONS .....	10-2
D.	EMERGENCY REPAIR ITEMS.....	10-3
E.	CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMSITEMS) .....	10-4
F.	DETERMINATION OF RESPONSIBILITY .....	10-5
G.	CONSEQUENCES IF FAMILY IS RESPONSIBLE .....	10-5
H.	INITIAL HQS INSPECTION .....	10-6
I.	ANNUAL HQS INSPECTION .....	10-6
J.	SPECIAL/COMPLAINT INSPECTIONS .....	10-6
K.	QUALITY CONTROL INSPECTIONS .....	10-7

## **CHAPTER 11 OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS**

	INTRODUCTION .....	11-1
A.	OWNER PAYMENT IN THE HOUSING CHOICE VOUCHER PROGRAM .....	11-1
B.	MAKING PAYMENTS TO OWNERS .....	11-1
C.	RENT REASONABLENESS DETERMINATIONS.....	11-2
D.	PAYMENT STANDARDS FOR THE HOUSING CHOICE VOUCHER PROGRAM .....	11-2
E.	ADJUSTMENTS TO PAYMENT STANDARDS .....	11-3
F.	RENT ADJUSTMENTS.....	11-4

## **CHAPTER 12 RECERTIFICATIONS**

	INTRODUCTION .....	
A.	ANNUAL ACTIVITIES.....	12-1
B.	ANNUAL RECERTIFICATION/REEXAMINATION .....	12-2
C.	REPORTING INTERIM CHANGES .....	12-4
D.	NOTIFICATION OF RESULTS OF RECERTIFICATIONS.....	12-5
E.	TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS) .....	12-5
F.	REPORTING OF CHANGES IN FAMILY COMPOSITION .....	12-6
G.	CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES.....	12-7

**CHAPTER 13**  
**MOVES WITH CONTINUED ASSISTANCE/PORTABILITY**

	INTRODUCTION	
A.	ALLOWABLE MOVES.....	13-1
B.	RESTRICTIONS ON MOVES.....	13-1
C.	PROCEDURE FOR MOVES .....	13-2
D.	PORTABILITY .....	13-3
E.	OUTGOING PORTABILITY .....	13-3
F.	INCOMING PORTABILITY .....	13-5

**CHAPTER 14**

**CONTRACT TERMINATIONS**

	INTRODUCTION	
A.	CONTRACT TERMINATION.....	14-1
B.	TERMINATION BY THE FAMILY: MOVES.....	14-1
C.	TERMINATION BY THE OWNER: EVICTIONS.....	14-1
D.	TERMINATION OF THE CONTRACT BY HA .....	14-3
E.	TERMINATIONS DUE TO ELIGIBLE IMMIGRATION STATUS.....	14-4
F.	TERMINATION DUE TO OWNER DISAPPROVAL.....	14-4

**CHAPTER 15**

**DENIAL OR TERMINATION OF ASSISTANCE**

	INTRODUCTION	
A.	GROUND FOR DENIAL/TERMINATION.....	15-1
B.	FAMILY OBLIGATIONS .....	15-3
C.	ONE STRIKE POLICY FOR SECTION 8 HOUSING CHOICE VOUCHERS	
D.	PROCEDURES FOR NON CITIZENS .....	15-11
E.	\$0 ASSISTANCE TENANTS.....	15-11
F.	OPTION NOT TO TERMINATE FOR MISREPRESENTATION.....	15-11
G.	MISREPRESENTATION IN COLLUSION WITH OWNER.....	15-12
H.	MISSED APPOINTMENTS AND DEADLINES.....	15-12

**CHAPTER 16**

**OWNER DISAPPROVAL AND RESTRICTION**

	INTRODUCTION	
A.	DISAPPROVAL OF OWNER.....	16-1
B.	OWNER RESTRICTIONS AND PENALTIES .....	16-1
C.	OTHER REMEDIES FOR OWNER VIOLATIONS .....	16-2

**CHAPTER 17**

**CLAIMS, MOVES-OUT AND CLOSED-OUT INSPECTIONS**  
**(For Contracts Effective Before October 2, 1995)**

	INTRODUCTION	
A.	OWNER CLAIMS .....	17-1
B.	UNPAID RENT .....	17-1
C.	VACANCY LOSS IN THE CERTIFICATE PROGRAM.....	17-2
D.	MOVES-OUT AND CLOSED-OUT INSPECTIONS .....	17-3
E.	PROCESSING CLAIMS .....	17-3

## CHAPTER 18 OWNER OR FAMILY DEBTS TO THE HA

	INTRODUCTION	
A.	DEBTS OWED FOR CLAIMS.....	18-1
B.	DEBTS DUE TO FRAUD/NON REPORTING OF INFORMATION.....	18-1
C.	OWNER DEBTS TO THE HA .....	18-2

## CHAPTER 19 COMPLAINTS AND APPEALS

	INTRODUCTION	
A.	COMPLAINTS TO THE HA .....	19-1
B.	PREFERENCE DENIALS.....	19-2
C.	INFORMAL REVIEW PROCEDURES FOR APPLICANTS.....	19-2
D.	INFORMAL HEARING PROCEDURES .....	19-3
E.	HEARING AND APPEAL PROVISIONS FOR "RESTRICTION ON ASSISTANCE TO NON-CITIZENS".....	19-7
F.	MITIGATING CIRCUMSTANCES FOR APPLICANTS/PARTICIPANTS WITH DISABILITIES.....	19-9

## CHAPTER 20 PROGRAM INTEGRITY ADDENDUM

	INTRODUCTION	
A.	CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD.....	20-1
B.	STEPS THE HA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD .....	20-2
C.	STEPS THE HA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD .....	20-3
D.	THE HA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD .....	20-4
E.	HOW THE HA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD .....	20-4
F.	PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS .....	20-5
G.	CONCLUSION OF THE HA'S INVESTIGATIVE REVIEW.....	20-5
H.	EVALUATION OF THE FINDINGS.....	20-5
I.	ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED .....	20-6

## **GLOSSARY**

A.	ACRONYMS USED IN SUBSIDIZED HOUSING .....	GL-1
B.	GLOSSARY OF TERMS IN SUBSIDIZED HOUSING .....	GL-4
C.	GLOSSARY OF TERMS USED IN THE NON-CITIZENS RULE .....	GL-14

## **Chapter 1**

### **STATEMENT OF POLICIES AND OBJECTIVES**

#### **INTRODUCTION**

The Section 8 Program was enacted as part of the Housing and Community Development Act of 1974, which re-codified the U.S. Housing Act of 1937. The Act has been amended from time to time, and its requirements, as they apply to the Housing Choice Voucher, is described in and implemented through this Administrative Plan.

Administration of the Section 8 Program and the functions and responsibilities of the Housing Authority (HA) staff shall be in compliance with the HA's Personnel Policy and the Department of Housing and Urban Development's (HUD) Section 8 Regulations as well as all Federal, State and local Fair Housing Laws and Regulations.

#### **A. LOCAL OBJECTIVES**

The Section 8 Program is designed to achieve three major objectives:

1. To provide decent, safe, and sanitary housing for very low income families while maintaining their rent payments at an affordable level.
2. To prompt freedom of housing choice and spatial de-concentration of very low-income families of all races and ethnic backgrounds.
3. To provide an incentive to private property owners to rent to very low-income families by offering timely assistance payments.

In addition, the HA has the following goals for the program:

1. To assist the local economy by increasing the occupancy rate and the amount of money flowing to the community.
2. To encourage self-sufficiency of participant families.

#### **B. PURPOSE OF THE PLAN**

The purpose of the Administrative Plan is to establish policies for carrying out the programs in a manner consistent with HUD requirements and local objectives. The Plan covers both admission and continued participation in these programs. Policies are the same for both programs unless otherwise noted.

The HA is responsible for complying with all changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence. The original Plan and any changes must be approved by the Board of Commissioners of the agency and a copy provided to HUD.

### **C. FAIR HOUSING POLICY**

It is the policy of the Housing Authority to comply fully with all Federal, State and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

The HA shall not deny any family or individual the opportunity to apply for or receive assistance under the Section 8 Programs on the basis of race, color, sex, religion, creed, national or ethnic origin, age, family, or marital status, handicap or disability.

To further its commitment to full compliance with applicable Civil Rights laws, the HA will provide Federal/State/local information to Housing Choice Voucher program holders regarding "discrimination" and any recourse available to them if they are victims of discrimination. Such information will be made available during the family briefing session, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the Housing Choice Voucher holder's briefing packet.

Except as otherwise provided in 24 CFR 8.21(c)(1), 8.24(a), 8.25, and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the HA's facilities are inaccessible to or unusable by persons with disabilities.

The HA's Central office, 500 E. Russell Ave., High Point, NC is accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the TTD/TDY telephone number, 336-887-2661.

### **D. SERVICE POLICY /ACCOMMODATIONS**

This policy is applicable to all situations described in this Administrative Plan when a family initiates contact with the HA, when the HA initiates contact with a family including when a family applies, and when the HA schedules or reschedules appointments of any kind.

It is the policy of this HA to be service-directed in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to the families within our jurisdiction.

The HA's policies and practices will be designed to provide assurances that all persons with disabilities will be provided reasonable accommodation so that they may fully access and utilize the housing program and related services. The availability of specific accommodations will be made known by including notices on HA forms and letters to all families, and all requests will be verified so that the HA can properly accommodate the need presented by the disability.

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability.

Reasonable accommodation will be made for persons with a disability who require an advocate or accessible offices. A designee will be allowed to provide some information, but only with the permission of the person with the disability.

All HA mailings will be made available in an accessible format upon request, as a reasonable accommodation.

#### **Verification of a Request for Accommodation**

All requests for accommodation or modification will be verified with a reliable knowledgeable, professional.

The Housing Authority utilizes organizations which provide assistance to hearing- and sight-impaired persons when needed.

#### **E. TRANSLATIONS OF DOCUMENTS**

If there is a need for documents to be translated for non-English speaking families, the HA will contract with an outside agency to provide the service.

#### **F. FAMILY OUTREACH**

The HA will publicize and disseminate information to make known the availability of housing assistance and related services for very low income families on a regular basis. When the HA's waiting list is open, the HA will publicize the availability and nature of housing assistance for very low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach persons who cannot read the newspapers, the HA will distribute fact sheets to the broadcasting media. HA will communicate the status of housing availability to other service providers in the community, advise them of housing eligibility factors and guidelines in order that they can make proper referrals for housing assistance.

#### **G. OWNER OUTREACH**

The HA encourages owners of decent, safe and sanitary housing units to lease to Section 8 families. The HA maintains a list of interested landlords/list of units available for the Section 8 Program and updates this list at least monthly. When listings from owners are received, they will be compiled by the HA staff by bedroom size.

The Housing Authority encourages suburban property owners to participate in the Section 8 Program.

The staff of the HA initiates personal contact with private property owners and managers by conducting formal and informal discussions and meetings.

The HA has active participation in a community based organization(s) comprised of private property and apartment owners and managers.

The HA conducts periodic meetings with participating owners to improve owner relations and to recruit new owners.

#### **H. PRIVACY RIGHTS**

Applicants and participants, including all adults in their households, are required to sign the HUD 9886 Authorization for Release of Information. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD will release family information.

The HA's policy regarding release of information is in accordance with State and local laws which may restrict the release of family information.

In accordance with HUD requirements, the HA will furnish prospective owners with the family's current address as shown in the HA's records and, if known to the HA, the name and address of the landlord at the family's current and prior address.



A statement of the HA's policy on release of information to prospective landlords will be included in the briefing packet which is provided to the family.

The HA's practices and procedures are designed to safeguard the privacy of applicants and program participants. All participant files will be stored in a secure location that is only accessible by authorized staff.

No participant information will be discussed with any outside agency or individual unless the HA has received the properly signed Authorization form.

#### **I. EQUAL EMPLOYMENT OPPORTUNITY**

The HA practices affirmative action in hiring, promotion and conditions of employment.

#### **J. RULES AND REGULATIONS**

This Administrative Plan is set forth to define the HA's local policies for operation of the housing programs in the context of Federal laws and Regulations. All issues related to Section 8 not addressed in this document are governed by such Federal regulations, HUD Memos, Notices and guidelines, or other applicable law.

#### **K. JURISDICTION**

The jurisdiction of the HA is the city of High Point, North Carolina.

#### **L. MONITORING PROGRAM PERFORMANCE**

##### **Reports will be maintained for:**

- Monitoring funding availability, to ensure the HA is at maximum lease up but not overleased.
- Tracking outstanding Housing Choice Vouchers for expiration.
- Timeliness of annual activities.
- Numbers of failed inspections and abatements.
- Claim payments made.
- Number and reason for moves and terminations of assistance.
- Number of new Housing Choice Vouchers issued.
- Repayment of amounts owed the HA.

In order to ensure quality control, supervisory staff audit the following functions:

- [10%] of reexaminations
- [10%] of new applications
- [5%] of the HQS inspections completed by each inspector
- [10%] of claims processed

#### **M. EXPENDITURES FROM ADMINISTRATIVE FEE RESERVE**

The Board of Commissioners has established \$10,000 maximum amount that may be expended from the Administrative Earned Fee Reserve without prior Board of Commissioners approval.

## **N. TERMINOLOGY**

The Housing Authority of the City of High Point is referred to as “HA” or “Housing Authority” throughout this document.

“Family” is used interchangeably with “Applicant” or “Participant” and can refer to a single person family.

“Tenant” is used to refer to participants in terms of their relation to landlords.

“Landlord” and “owner” are used interchangeably.

“Disability” is used where “handicap” was formerly used.

“New Rule” refers to the HUD Occupancy Regulations effective 10/2/95. “Old Rule” refers to the Regulations that were superseded on that date.

“Non-citizens Rule” refers to the regulation effective June 19, 1995 restricting assistance to U.S. citizens and eligible immigrants.

The Section 8 program is known as the Housing Choice Voucher Program.

“HQS” means the Housing Quality Standards required by regulations as enhanced by the HA.

“Failure to Provide” refers to all requirements in the first Family Obligation. See Chapter 15, “Denial or Termination of Assistance.”

See Glossary for other terminology.



## **Chapter 2**

### **ELIGIBILITY FOR ADMISSION**

#### **INTRODUCTION**

This Chapter defines both HUD's and the HA's criteria for admission and denial of admission to the program.

The policy of this HA is to strive for objectivity and consistency in applying these criteria to evaluate the eligibility of families who apply. The HA staff will review all information provided by the family carefully and without regard to factors other than those defined in this Chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by the HA pertaining to their eligibility.

#### **Eligibility Factors**

To be eligible for participation, an applicant must meet HUD's criteria, as well as any permissible additional criteria established by the HA.

The HUD eligibility criteria are:

- An applicant must be a "family"
- An applicant must be within the appropriate Income Limits
- An applicant must furnish Social Security Numbers
- An applicant must furnish evidence of Citizenship/Eligible Immigrant Status

For the HA's additional criteria for eligibility, see Section E, "Other Criteria for Admission."

The Family's initial eligibility for placement on the waiting list will be made in accordance with the eligibility factors. Evidence of Citizenship/Eligible Immigrant Status will be verified before the family is selected from the waiting list for issuance of a Housing Choice Voucher.

Eligibility factors will be verified before the family is placed on the program.

#### **A. FAMILY COMPOSITION**

The applicant must qualify as a Family. A Family may be a single person or a group of persons. Discrimination based on familial status is prohibited, and a group of persons may not be denied solely on the basis that they are not related by blood, marriage or operation of law.

A group of persons may be:

Two or more persons who intend to share residency whose income and resources are available to meet the family's needs.

Two or more elderly or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides is a family.

A child who is temporarily away from home because of placement in foster care is considered a member of the family. This provision only pertains to the foster child's temporary absence from the home, and is not intended to artificially enlarge the space available for other family members.

A single person may be:

An elderly person  
A displaced person  
A person with a disability  
Any "other single" person

### **Head of Household**

The head of household is the adult member of the household who designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law. Emancipated minors who qualify under State law will be recognized as head of household.

A family may designate an elderly or disabled family member as head of household solely to qualify the family as an Elderly Household, provided that the person is at least partially responsible for paying the rent.

### **Spouse of Head**

Spouse means the husband or wife of the head.

For proper application of the Noncitizens Rule, the definition of spouse is: the marriage partner who, in order to dissolve the relationship, would have to be divorced. It includes the partner in a common law marriage. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-heads.

### **Live-In Attendants**

A Family may include a live-in aide provided that such live-in aide:

Is determined by the HA to be essential to the care and well being of an elderly person, a near-elderly person, or a person with disabilities,

Is not obligated for the support of the person(s), and

Would not be living in the unit except to provide care for the person(s).

A live-in aide is treated differently than family members:

1. Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.
2. Live-in aides are not subject to Non-Citizen Rule Requirements.
3. Live-in aides may not be considered as a remaining member of the tenant family.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

Family members of a live-in attendant may also reside in the unit providing doing so does not increase the subsidy by the cost of an additional bedroom and that the presence of the live-in's family members does not overcrowd the unit.

A Live in Aide may only reside in the unit with the approval of the HA. Written verification will be required from a reliable, knowledgeable professional, such as a doctor. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near-elderly (50-61) or disabled.

Verification must include the hours the care will be provided.

At any time, the HA may refuse to approve a particular person as a live-in aide or may withdraw such approval if:

- (1) The person commits fraud, bribery, or any other corrupt or criminal act about any federal housing program.
- (2) The person commits drug-related criminal activity or violent criminal activity; or
- (3) The person currently owes rent or other amounts to the HA or to another HA in connection with Section 8 or public housing assistance under the 1937 Act.

### **Split Households Prior to Housing Choice Voucher Issuance**

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, and the new families both claim the same placement on the waiting list, and there is no court determination, the HA will make the decision taking into consideration the following factors:

1. Which family member applied as head of household.
2. Which family unit retains the children or any disabled elderly members.
3. Restrictions that were in place at the time the family applied.
4. Role of domestic violence in the split.
5. Recommendations of social service agencies or qualified professionals such as children's protective services.

Documentation of these factors is the responsibility of the applicant families. If either or both of the families do not provide the documentation, they may be denied placement on the waiting list for failure to supply information requested by the HA.

In cases where domestic violence played a role, the standard used for verification will be the same as that required for the "displaced due to domestic violence" preference.

### **Multiple Families in the Same Household**

When families apply which consist of two families living together, (such as a mother and father, and a daughter with her own husband or children), if they apply as a family unit, they will be treated as a family unit.

### **Joint Custody of Children**

Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively.

When both parents are on the Waiting List and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent.

## **B. INCOME LIMITATIONS**

In order to be eligible for assistance, an applicant must be:

A extreme-low income family (Less than 30% of AMFI, 75% of all new admissions must fall into

this category); or

A very-low income family (30% or more of AMFI, but less than 50 of AMFI); or

A low-income family (50% or more of AMFI, but less than 80% of AMFI) in any of the following categories:

A low-income family that is continuously assisted under the 1937 Housing Act. An applicant is continuously assisted if the family has received assistance under any 1937 Housing Act program within 120 days of Housing Choice Voucher. Programs include public housing, all Section 8 programs, all Section 23 programs.

A low-income family physically displaced by rental rehabilitation activity under 24 CFR part 511.

A low-income non-purchasing family residing in a HOPE 1 or HOPE 2 project.

A low-income non-purchasing family residing in a project subject to a homeownership program under 24 CFR 248.173.

A low-income family displaced as a result of the repayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165.

To determine if the family is income-eligible, the HA compares the Annual Income of the family to the applicable income limit for the family's size.

Families whose Annual Income exceeds the income limit will be denied admission and offered an informal review.

Single jurisdiction HAs: The applicable income limit to be used at initial issuance of a Housing Choice Voucher is the income limit of the HA.

Multi-jurisdictional HAs: The applicable income limit used for initial issuance of a Housing Choice Voucher is the highest income limit with the HA's jurisdiction.

For admission to the program (initial lease-up), the family must be within the very low limit of the jurisdiction where they want to live.

Portability: For initial lease-up, families who exercise portability must be within the very low income limit for the jurisdiction of the receiving HA in which they want to live.

Participant families who exercise portability and request or require a change in their form of assistance must be within the low income limit of the receiving HA if they are to receive the alternate form of assistance.

### **C. MANDATORY SOCIAL SECURITY NUMBERS**

Families are required to provide verification of Social Security Numbers for all family members age 6 and older prior to admission, if they have been issued a number by the Social Security Administration. This requirement also applies to persons joining the family after admission to the program.

Failure to furnish verification of social security numbers is grounds for denial or termination of assistance.

#### **D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS**

In order to receive assistance, a family member must be an U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the six immigrant categories as specified by HUD.

For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

Mixed Families. A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed". Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

No eligible members. Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

Non-citizen students defined by HUD in the noncitizen regulations are not eligible for assistance.

Appeals. For this eligibility requirement only, the applicant is entitled to a hearing exactly like those provided for participants.

#### **E. OTHER CRITERIA FOR ADMISSION**

The HA may apply the following criteria, in addition to the HUD eligibility criteria, as grounds for denial of admission to the program.

1. The Family must not have violated any family obligation or **lease** during a previous participation in the Section 8 program or **Public Housing** in the past three years.

When the HA denies assistance to an applicant with a disability, the applicant may request a review of the family obligation that was violated, if the violation was a result of the disability.

An exception may be granted by the HA if the family member who violated the family obligation is not a current member of the household on the application.

2. No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program in the last three years.
3. A family must have paid any outstanding debt owed the HA or another HA as a result of prior participation in any federal housing program.

At the time of initial application, the family must pay any such debt in full in order to be placed on the waiting list.



4. No member of the family may have engaged in drug related or violent criminal activity in the past three years.

The HA will check criminal history for all adults and family members 16 years of age or older in the household to determine whether any member of the family has engaged in violent or drug-related criminal activity.

Verification of any past activity will be done at final eligibility and will include a check of conviction records.

5. No family member may have been evicted from public housing for any reason during the last three years.
6. No family member may have engaged in or threatened abusive or violent behavior toward HA personnel.

#### **F. SUITABILITY OF FAMILY**

The HA may take into consideration any of the additional criteria for admission in Section E above, but may not otherwise screen for factors which relate to the suitability of the applicant family as tenants. It is the responsibility of the owner to screen the applicants as to their suitability for tenancy.

The HA will advise families how to file a complaint if they have been discriminated against by an owner. The HA will advise the family to make a Fair Housing complaint. The HA could also report the owner to HUD (Fair Housing/Equal Opportunity) or the local Fair Housing Organization.

#### **G. CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE CONTRACT**

Changes that occur during the period between placement on the waiting list and issuance of a Housing Choice Voucher may affect the family's eligibility or Total Tenant Payment. For example, if a family goes over the income limit prior to lease up, the applicant will not continue to be eligible for the program. They will be notified in writing of their ineligible status and their right to an informal review.

#### **H. INELIGIBLE FAMILIES**

Families who are determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review, or an informal hearing if they were denied due to noncitizen status. See Chapter 19, "Complaints and Appeals" for additional information about reviews and hearings.

## **Chapter 3**

### **APPLYING FOR ADMISSION**

#### **INTRODUCTION**

The policy of the HA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair and consistent manner. This Chapter describes the policies and procedures for completing an initial application for assistance, placement and denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but the HA will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the waiting list in accordance with this Plan.

#### **A. HOW TO APPLY**

Families who wish to apply for any of the HA's programs must complete a written application form when application-taking is open. Applications will be made available in an accessible format upon request from a person with a disability.

The application process will involve two phases. The first is the "initial" application for assistance (referred to as a preapplication). This first phase results in the family's placement on the waiting list.

The second phase is the "final determination of eligibility" (referred as the full application). The full application takes place when the family reaches the top of the waiting list. At this time the HA ensures that verification of all HUD and HA eligibility factors is current in order to determine the family's eligibility for the issuance of a certificate or Housing Choice Voucher.

#### **B. OPENING/CLOSING OF APPLICATION TAKING**

The HA will utilize the following procedures for opening the waiting list.

When the HA opens the waiting list, the HA will advertise through public notice in the newspapers, and media entities, advising of the location(s), and program(s) for which applications are being accepted.

The notice will contain:

The dates, times, and the locations where families may apply.

The programs for which applications will be taken.

A brief description of the program.

A statement that public housing residents must submit a separate application if they want to apply for Section 8.

Limitations, if any, on whom may apply.

The notices will be made in an accessible format if requested. They will provide potential applicants with

information that includes the HA address and telephone number, how to submit an application, information on eligibility requirements, and the availability of local preferences.

Upon request from a person with a disability, additional time will be given as an accommodation for submission of an application after the closing deadline.

#### When Application Taking Is Suspended

The HA may suspend the acceptance of applications if there are enough local preference holders to fill anticipated openings for the next 12 months. The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

Any time that there are not enough applicants who claim a local preference, the HA may reopen the list only to applicants who claim a local preference.

Suspension of application taking is announced in the same way as opening the waiting list.

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover and new allocations over the next 12 months. The HA will give at least two week's notice before closing the list. When the period for accepting applications is over, the HA will add the new applicants to the list by:

Separating the new applicants into groups based on preferences and ranking applicants within each group by date and time of application.

#### Limits on Who May Apply

When the waiting list is open, Depending upon the composition of the waiting list with regard to family types and preferences and to better serve the needs of the community, at times the HA may only accept applications from:

Any family claiming a local preference.

When the application is submitted to the HA:

It establishes the family's date and time of application for placement order on the waiting list.

### **C. "INITIAL" APPLICATION PROCEDURES**

The HA will utilize an application form. The information is to be filled out by the applicant whenever possible. To provide specific accommodation to persons with disabilities, the information may be completed by a staff person. Translations will be provided for non-English speaking applicants.

The purpose of the application is to permit the HA to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list. The preapplication will contain questions designed to obtain the following information:

Names of adult members and age of all members

Sex and relationship of all members

Street Address and phone numbers

Mailing Address (If PO Box or other permanent address)

Amount(s) and source(s) of income received by household members

Information regarding Disabilities relating to program requirements (i.e., deductions)

Information related to qualification for preferences

Social Security Numbers

Race/ethnicity

Citizenship/eligible immigration status

Convictions for Drug Related or Violent Criminal Activity

Previous address

Current and previous landlords names and addresses

Emergency contact person and address

Program integrity questions regarding previous participation in HUD programs

Duplicate applications will not be accepted. Ineligible families will not be placed on the waiting list.

Applications will require an interview. The information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

Applicants are required to inform the HA in writing of changes in family composition, income, and address, as well as any changes in their Preference status. Applicants are also required to respond to requests from the HA to update information on their application, or to determine their continued interest in assistance.

Failure to provide information or to respond to mailings will result in the applicant being removed from the waiting list. See Chapter 19, "Complaints and Appeals"

#### **D. NOTIFICATION OF APPLICANT STATUS**

If after a review of the application the family is determined to be eligible, they will be notified in writing. The notice will contain the approximate date that assistance may be offered, and will further explain that the estimated date is subject to factors such as turnover and additional funding.

This written notification of preliminary eligibility will be:

Mailed to the applicant by first class mail.

If the family is determined to be ineligible based on the information provided in the application, the HA will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal review. Persons with disabilities may request to have an advocate attend the informal review as an accommodation. See Chapter 19, "Complaints and Appeals."

## **E. TIME OF SELECTION**

When funding is available, families will be selected from the waiting list in their preference-determined sequence, regardless of family size.

When there is insufficient funding available for the family at the top of the list, the HA will not admit any other applicant until funding is available for the first applicant. Applicants will not be passed over on the waiting list.

Based on the HA's turnover and the availability of funding, groups of families will be selected from the waiting list to form a final eligibility "pool." Selection from the pool will be based on waiting list sequence/completion of verification.

## **F. COMPLETION OF A FULL APPLICATION**

All Local Preferences claimed on the pre-application or while the family is on the waiting list will be verified:

After the family is selected from the waiting list, and prior to issuance of a Housing Choice Voucher.

The qualification for preference must exist at the time the preference is verified regardless of the length of time an applicant has been on the waiting list because the preference is based on current status.

After the preference is verified, when the HA is ready to select applicants, applicants will be required to:

Participate in an application interview with a HA representative during which the applicant will be required to furnish complete and accurate information verbally as requested by the interviewer. The HA interviewer will complete the Personal Declaration Form with answers supplied by the applicant. The applicant will sign and certify that all information is complete and accurate.

### **Requirement to Attend Interview**

The HA utilizes the interview to discuss the family's circumstances in greater detail, to clarify information which has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other HA services or programs which may be available.

All adult family members are required to attend the interview.

Exceptions may be made for students attending school out of state/for members for whom attendance would be a hardship.

If the head of household cannot attend the interview, the spouse may attend to complete the application and certify for the family. The head of household, however, will be required to attend an interview within 10 of days to review the information and to certify by signature that all of the information is complete and accurate.

If an applicant fails to appear for their interview without prior approval of the HA, their application will be denied unless they can provide acceptable documentation to the HA that an emergency prevented them from calling.

Reasonable accommodation will be made for persons with a disability who requires an advocate or accessible offices. A designee will be allowed to provide some information, but only with permission of the

person with a disability.

If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal review. (See Chapter 19, "Complaints and Appeals.")

All adult members must sign the HUD Form 9886, Release of Information, the application form and all supplemental forms required by the HA, the declarations and consents related to citizenship/immigration status and any other documents required by the HA. Applicants will be required to sign specific verification forms for information that is not covered by the HUD form 9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and release as required by the HA.

Information provided by the applicant will be verified including information related to family composition, income, allowances and deductions, assets, eligible immigration status, full time student status and other factors related to preferences, eligibility and rent calculation. Verifications may not be more than 60 days old at the time of Housing Choice Voucher issuance.

If the HA determines at or after the interview that additional information or document(s) are needed, the HA will request the document(s) or information in writing. The family will be given 10 days to supply the information.

If the information is not supplied in this time period, the HA will provide the family a notification of denial for assistance. (See Chapter 19, "Complaints and Appeals.")

#### **G. SELECTION OF A HOUSING CHOICE VOUCHER**

The HA provides an explanation of the Housing Choice Voucher program orally.  
The family must decide on the Housing Choice Voucher assistance within 10 days of the notification.

If the applicant refuse the assistance offered, they will be rejected and their names removed from the waiting list. (See Chapter 19, "Complaints and Appeals")

#### **H. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY**

After the verification process is completed, the HA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the HA, and the current eligibility criteria in effect. If the family is determined to be eligible, a briefing will be scheduled for the issuance of a Housing Choice Voucher and the family's orientation to the housing program.

## Chapter 4

### ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST

It is the HA's objective to ensure that the families are placed in the proper order on the waiting list so that an offer of assistance is not delayed to any family, or made to any family prematurely. This chapter defines the eligibility criteria for the local preferences and explains the HA's system of applying them. By maintaining an accurate waiting list, the HA will be able to perform the activities which ensure that an adequate pool of qualified applicants will be available so that program funds are used in a timely manner.

#### A. APPLICATION POOL

The waiting list will be maintained in accordance with the following guidelines:

1. The application will be a permanent file.
2. All applicants in the pool will be maintained in order of preference. Applications equal in preference will be maintained by date and time sequence.
3. All applicants must meet "Very Low Income" eligibility requirements as established by HUD, and a minimum of **75 percent of new admissions must be for "Extreme Low" families**, whose incomes do not exceed 30 percent of the area median income. Any exceptions to these requirements, other than those outlined in Chapter 2, "Eligibility for Admission," must have been approved previously by the HUD Field Office.

#### Special Admissions

Applicants who are admitted under Special Admissions rather than from the waiting list are identified by codes on the waiting list.

Applicants who are admitted under targeted funding which are not identified as a Special Admission are identified by codes and are not maintained on separate waiting lists.

#### B. WAITING LIST PREFERENCES

An applicant will not be granted any preference if any member of the family has been evicted from any federally assisted housing during the past three years because of drug-related criminal activity.

The HA may grant an exception to such a family only for professionally documented cases (i.e. case worker statements, parole officer statements, court agreements).

#### B. INITIAL DETERMINATION OF LOCAL PREFERENCE QUALIFICATION

At the time of application, an applicant's entitlement to a local Preference may be made based on:

An applicant's certification that they qualify for a preference will be accepted without verification. When the family is selected from the waiting list for the final determination of eligibility, the preference will be verified.

The HA will reverify a preference claim, if the HA feels that family's circumstances have changed, at time of selection from the waiting list.

If the preference verification indicates that an applicant does not qualify for the preference, the applicant will be returned to the waiting list and ranked without the local preference and given an opportunity for a meeting.

If, at the time the family applied, the preference claim was the only reason for placement of the family on the list and the family cannot verify their eligibility for the preference as of the date of application, the family will be removed from the list.

#### **D. LOCAL PREFERENCES**

Families who reside inside or whose head of household or spouse is employed within the jurisdiction of High Point, N.C. will be selected for housing assistance prior to families residing outside the jurisdiction of High Point, N.C.

#### **E. RANKING PREFERENCES**

Ranking preferences are used to prioritize applicants within the local preferences.

These categories will receive a ranking preference:

First Preference: These applicants will be selected first and ranked in the following order:

(1) Families who reside inside or whose head of household or spouse is employed within the jurisdiction of High Point, N.C., in the following order:

(i) Families that have been determined to be emergencies as defined. (Displacement by disaster, such as fire or flood; displacement by government action; domestic violence; displacement to avoid reprisals; displacement by hate crimes as defined by Executive Director.

(ii) Families with at least one adult who is employed. (This ranking is extended to elderly families or families whose head or spouse is receiving income based on their inability to work).

(iii) Families not currently receiving housing assistance.

(iv) Families currently receiving housing assistance.

Second Preference: These applicants will be selected after the First Preference applicants and ranked in the following order:

(2) Families who do not reside or work in the jurisdiction of High Point, NC in the following order:

(i) Families that have been determined to be emergencies as defined. (Displacement by disaster, such as fire or flood; displacement by government action; domestic violence; displacement to avoid reprisals; displacement by hate crimes, or as further defined by Executive Director.

(ii) Families with at least one adult who is employed. (This ranking is extended equally to elderly families or families whose head or spouse is receiving income based on their inability to work).

(iii) Families not currently receiving housing assistance.

(iv) Families currently receiving housing assistance.

Within each ranked category above, applicants will be selected by date and time.



## **F. EXCEPTIONS FOR SPECIAL ADMISSIONS**

If HUD awards a HA program funding that is targeted for specifically named families, the HA will admit these families under a Special Admission procedure.

Special admissions families will be admitted outside of the regular waiting list process. They do not have to qualify for any preferences, nor are they required to be on the program waiting list. They are not counted in the limit on non-federal preference admissions. The HA maintains separate records of these admissions.

The following are examples of types of program funding that may be designated by HUD for families living in a specified unit:

1. A family displaced because of demolition or disposition of a public or Indian housing project;
2. A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project;
3. For housing covered by the Low Income Housing Preservation and Resident Homeownership Act of 1990;
4. A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term; and
5. A non-purchasing family residing in a HOPE 2 project.

## **G. TARGETED FUNDING**

When HUD awards special funding for certain family types, families who qualify are placed on the regular waiting list. When a specific type of funding becomes available, the waiting list is searched for the first available family meeting the targeted funding criteria.

The HA has the following "Targeted" Programs:

Family Unification  
Mobile Impaired

## **H. PREFERENCE ELIGIBILITY**

### **Change in Circumstances**

Changes in an applicant's circumstances while on the waiting list may affect the family's entitlement to a preference. Applicants are required to notify the HA in writing when their circumstances change. When an applicant claims an additional preference, s/he will be placed on the waiting list in the proper order of their newly claimed preference.

The exception to this is if, at the time the family applied, the waiting list was only open to families who claimed the local preference which they initially claimed. In such case, the applicant must verify that they were eligible for the first preference before they are returned to the waiting list with the new preference.

## **Cross-Listing of Public Housing and Section 8**

The HA will not merge the waiting lists for public housing and Section 8. However, if the Section 8 waiting list is open when the applicant is placed on the public housing list, the HA must offer to place the family on both lists. If the public housing waiting list is open at the time an applicant applies for Section 8, the HA must offer to place the family on the public housing waiting list.

The HA will merge its waiting lists for the Housing Choice Voucher programs with the Section 8 Moderate Rehabilitation program.

### **I. ORDER OF SELECTION**

#### **Local Preferences**

First Preference: These applicants will be selected first and ranked in the following order:

(1) Families who reside inside or whose head of household or spouse is employed within the jurisdiction of High Point, N.C., in the following order:

(i) Families that have been determined to be emergencies as defined. (Displacement by disaster, such as fire or flood; displacement by government action; domestic violence; displacement to avoid reprisals; displacement by hate crimes, or as further defined by the Executive Director.

(ii) Families with at least one adult who is employed. (This ranking is extended equally to elderly families or families whose head or spouse is receiving income based on their inability to work).

(iii) Families not currently receiving housing assistance.

(iv) Families currently receiving housing assistance.

Second Preference: These applicants will be selected after the First Preference applicants and ranked in the following order:

(2) Families who do not reside or work in the jurisdiction of High Point, N.C. in the following order:

(i) Families that have been determined to be emergencies as defined. Displacement by disaster, such as fire or flood; displacement by government action; domestic violence; displacement to avoid reprisals; displacement by hate crimes, or as further defined by Executive Director.

(ii) Families with at least one adult who is employed. (This ranking is extended equally to elderly families or families whose head or spouse is receiving income based on their inability to work).

(iii) Families not currently receiving housing assistance.

(iv) Families currently receiving housing assistance.

Within each preference category above, applicants will be selected by date and time of application.

Under the singles rule, elderly and disabled families (families consisting of no more than two persons) and displaced singles will always be selected before other singles without regard to preference status.

## **J. FINAL VERIFICATION OF PREFERENCES**

Preference information on applications will be updated as applicants are selected from the waiting list. At that time, the HA will:

Mail a Preference Verification letter to the applicant's last known address, requesting verification of the family's preference claim and mail third party verifications as applicable.

## **K. PREFERENCE DENIAL**

If the HA denies a preference, the HA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal meeting/a review. If the preference denial is upheld as a result of the meeting or the applicant does not request a meeting, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

If the applicant falsifies documents or makes false statements in order to qualify for any preference, they will be removed from the Waiting List.

## **I. REMOVAL FROM WAITING LIST AND PURGING**

If an applicant fails to respond to a mailing from the HA, the applicant will be sent written notification and given 10 days to contact the HA. If they fail to respond within 10 days they will be removed from the waiting list. An extension will be considered an accommodation if requested by a person with a disability. If a letter is returned by the post office without a forwarding address, the applicant will be removed without further notice and the envelope and letter will be maintained in the file. If a letter is returned with a forwarding address, it will be re-mailed to the address indicated.

If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement without sufficient documentation.

The waiting list will be purged at least annually by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for current information and confirmation of continued interest.

The same guidelines will be used for failure to respond to this mailing. Notices will be made available in accessible format upon the request of a person with a disability.

The HA allows a grace period of 30 days after completion of the purge. Applicants who respond during this grace period will be reinstated.

## Chapter 5

### SUBSIDY STANDARDS

#### **INTRODUCTION**

HUD guidelines require that HA's establish subsidy standards for the determination Housing Choice Voucher bedroom size, and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding. The standards used for the Housing Choice Voucher size also must be within the minimum unit size requirements of HUD's Housing Quality Standards. This Chapter explains the subsidy standards which will be used to determine the Housing Choice Voucher size for various sized families when they are selected from the waiting list, as well as the HA's procedures when a family's size changes, or a family selects a unit size that is different from the Housing Choice Voucher.

#### **A. DETERMINING HOUSING CHOICE VOUCHER SIZE**

The HA does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom. The HA's subsidy standards for determining Housing Choice Voucher size shall be applied in a manner consistent with Fair Housing guidelines.

For subsidy standards, an adult is a person 18 years or older.

All standards in this section relate to the number of bedrooms on the Housing Choice Voucher, not the family's actual living arrangements.

The unit size on the Housing Choice Voucher remains the same as long as the family composition remains the same, regardless of the actual unit size rented.

Generally, the HA assigns one bedroom to two people within the following guidelines:

Persons of different generations, persons of the opposite sex (other than spouses), and unrelated adults should be allocated a separate bedroom.

Separate bedrooms should be allocated for persons of the opposite sex over the age of three (other than adults who have a spousal relationship).

Foster children will be included in determining unit size only if they will be in the unit for more than 3 months.

Live-in attendants will generally be provided a separate bedroom.

No additional bedrooms are provided for the attendants' family.

Space may be provided for a child who is away at school but who lives with the family during school recesses.

Space will not be provided for a family member who will be absent most of the time, such as a member who is away in the military.

Adults of different generations will have separate bedrooms.

Single person families shall be allocated one bedroom.

## GUIDELINES FOR DETERMINING HOUSING CHOICE VOUCHER SIZE

Housing Choice Voucher Size	Persons in Household (Minimum #)	Persons in Household (Maximum #)
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8
5 Bedrooms	6	10
6 Bedrooms	8	12

### B. CHANGES IN HOUSING CHOICE VOUCHER SIZE

#### Changes for Applicants

The Housing Choice Voucher size is determined prior to the briefing by comparing the family composition to the HA subsidy standards. If an applicant requires a change in the Housing Choice Voucher size, the following guidelines will apply:

##### Requests for Exception to Subsidy Standards for Applicants

The family may request a larger sized Housing Choice Voucher than indicated by the HA's subsidy standards. Such request must be made in writing within 10 days of the HA's determination of bedroom size. The request must explain the need or justification for a larger bedroom size.

HA shall grant exceptions from the standards if the family requests and the HA determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances.

Circumstances may dictate a larger size than the Subsidy Standards permit when persons cannot share a bedroom because of an accommodation which has been requested, such as:

Persons who cannot occupy a bedroom because of a verified medical or health reason

Elderly persons or Persons with disabilities who may require a live-in attendant

Requests based on health related reasons must be verified by a doctor/medical professional.

If the HA errs in the bedroom size designation, the family will be issued a Housing Choice Voucher of the appropriate size so that the family is not penalized.

#### Changes for Participants

The members of the family residing in the unit must be approved by the HA. The family must obtain approval of any additional family member before the person occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the HA within 10 days.

##### Requests for Exception to Subsidy Standards for Participants

The HA will grant an exception upon request as an accommodation for persons with disabilities.

The family may request a larger sized Housing Choice Voucher than indicated by the HA's subsidy standards. Such request must be made in writing within 10 days of the HA's determination of bedroom size. The request must explain the need or justification for a larger bedroom size.

When a change in family composition requires the issuance of another size Housing Choice Voucher and funds are not available for the program in which the family is assisted, the family will be issued the other form of assistance.

### **Underhoused and overhoused Families**

If a unit does not meet HQS space standards due to an increase in family size, (unit too small), the HA will issue a new Housing Choice Voucher and assist the family in locating a suitable unit.

The HA will also notify the family of the circumstances under which an exception will be granted, such as:

If a family with a disability is underhoused in an accessible unit.

If a family requires the additional bedroom because of a health problem which has been verified by the HA.

### **C. UNIT SIZE SELECTED**

The family may select a different size dwelling than that listed on the Housing Choice Voucher. There are three criteria to consider:

1. For the Housing Choice Voucher Program, the HA uses the Payment Standard for the Housing Choice Voucher size or the unit size selected by the family, whichever is less.
2. Utility Allowance: The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family's Housing Choice Voucher.
3. Housing Quality Standards: The standards allow two persons per living/sleeping room and permit maximum occupancy levels (assuming a living room is used as a living/sleeping area) as shown in the table below. The levels may be exceeded if a room in addition to bedrooms and living room is used for sleeping.

### **HQS GUIDELINES FOR UNIT SIZE SELECTED**

<b>Maximum # of Persons in Household</b>	
0 Bedroom	1
1 Bedroom	4
2 Bedrooms	6
3 Bedrooms	8
4 Bedrooms	10
5 Bedrooms	12
6 Bedrooms	14

## Chapter 6

### FACTORS RELATED TO TOTAL TENANT PAYMENT DETERMINATION

#### INTRODUCTION

The accurate calculation of Annual Income and Adjusted Income will ensure that families are not paying more or less money for rent than their obligation under the Regulations. This Chapter defines the allowable deductions from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 813 and further instructions set forth in HUD Notices, Memoranda and Addenda. The formula for the calculation of TTP is specific and not subject to interpretation. The HA's policies in this Chapter address those areas which allow the HA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

#### **A. INCOME AND ALLOWANCES**

Income: The types of money that are to be used as income for purposes of calculating the TTP are defined by HUD in federal regulations. In accordance with this definition, income from all sources of each member of the household is counted.

Annual Income is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income that has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits. A family's annual income includes the amount of **imputed welfare income** (because of a specified welfare benefits reduction, as specified in notice to the PHA by the welfare agency).

Income Disregard For Section 8 Housing Choice Voucher Families for twelve months, the earned income of family members who were unemployed for a year or more and are now employed; family members whose employment income increased as a result of participation in any family self-sufficient or job training program; or family members who were receiving TANF benefits in the last six months and whose earned income increases. During the following twelve months the family's rent may be increased by 50 percent of the amount that would have been in effect without the disregard.

Adjusted Income is defined as the Annual income minus any HUD allowable deductions.

HUD allowable deductions from Annual Income:

1. Dependent allowance: \$480 each for family members (other than the head or spouse), who are minors, and for family members who are 18 and older who are full-time students or who are disabled.
2. 'Elderly' allowance: \$400 for families whose head or spouse is 62 or over or disabled.
3. Allowable medical expenses for all family members are deducted for 'elderly' families.
4. Childcare expenses for children under 13 are deducted when childcare is necessary to allow an **adult** member to work or attend school.
5. Disability assistance expenses that are necessary to enable a family member to work.

6. The sum of the following, to the extent the sum exceeds three percent of annual income:  
(I) Unreimbursed medical expenses of any elderly family or disabled family; and (ii) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus.
7. Earn income of minors – The amount of any earned income of a member of the family who is not 18 years of age or older is excluded.
8. Transportation Deduction – Travel expenses in the amount of \$1200 per year for employment, education or training related to travel. No more than one deduction will be allowed each family. Families may qualify for the transportation deduction at their first annual reexamination on or after 10/01/99.

#### "Minimum Rent" and Minimum Family Contribution

"Minimum rent" in the Housing Choice Voucher and Moderate Rehabilitation Program is \$100.00. Minimum rent includes the combined amount (TTP) a family pays toward rent and/or utilities.

Minimum family contribution in the Housing Choice Voucher program is \$100.00. Exceptions to the application of the minimum monthly rental amount will apply to any family unable to pay because of financial hardship which include:

- 1) The family has lost eligibility, due to no fault of their own, or is awaiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence
- 2) The family would be evicted as a result of the imposition of the minimum rent requirement;
- 3) The income of the family has decreased because of changed circumstance, including loss of employment;
- 4) A death in the family has occurred; and 5) other circumstances determined by the HA.

The Housing Authority will investigate and verify hardship exception promptly, to determine whether the hardship will be of a short term or long term period. Rent will be suspended the month following the reporting of the change. Short term hardship must have at least one of the 5 circumstances mentioned herein apply to the family. The circumstances are likely to be temporary (not more than 90 days). The tenant will be given a 90 day grace period during which they do not have to pay the minimum rent. After the expiration of the 90 days the family must be offered a reasonable repayment agreement. Failure to comply with the repayment agreement will cause termination of tenants Section 8 Housing Choice Voucher assistance. Long term hardship must have one of the 5 circumstances mentioned herein apply to the family. The circumstances are likely to last for more than 90 days. The minimum rent is suspended until the circumstance change in a such a way that they no longer that they no longer qualify for a hardship exception. The tenant does not have to repay the suspended rent.

#### **B. DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT**

The HA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, the HA must count the income of the spouse or the head of the household if that person is temporarily absent.



Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition. The HA will evaluate absences from the unit using this policy.

### **Absence of Entire Family**

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the HA will terminate assistance in accordance with appropriate termination procedures contained in this Plan.

Families are required both to notify the HA before they move out of a unit and to give the HA information about any family absence from the unit.

Families must notify the HA if they are going to be absent from the unit for more than 60 consecutive days.

HUD regulations require the HA to terminate assistance if the entire family is absent from the unit for a period of more than 180 consecutive calendar days.

Absence" means that no family member is residing in the unit.

In order to determine if the family is absent from the unit, the HA may:

- Write letters to the family at the unit
- Telephone the family at the unit
- Interview neighbors
- Verify if utilities are in service

A person with a disability may request an extension of time as an accommodation, if the extension does not go beyond the HUD-allowed 180 consecutive calendar day's limit.

If the absence which resulted in termination of assistance was due to a person's disability, and the HA can verify that the person was unable to notify the HA in accordance with the family's responsibilities, and if funding is available, the HA may reinstate the family as an accommodation if requested by the family.

### **Absence of Any Member**

Any member of the household will be considered permanently absent if s/he is away from the unit for 180 days except as otherwise provided in this Chapter.

### **Absence due to Medical Reasons**

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the HA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 180 consecutive days, the family member will not be considered permanently absent.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the HA's "Absence of Entire Family" policy.

### **Absence due to Incarceration**

If the sole member is incarcerated for more than 180 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for more than 180 consecutive days.

The HA will determine if the reason for incarceration is for drug-related or violent criminal activity.

### **Foster Care and Absences of Children**

If the family includes a child or children temporarily absent from the home due to placement in foster care, the HA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than 6 months from the date of removal of the children, the Housing Choice Voucher size will be reduced. If all children are removed from the home permanently, the certificate or Housing Choice Voucher size will be reduced in accordance with the HA's subsidy standards.

### **Absence of Adult**

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the HA will treat that adult as a visitor for the first 90 days.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the Housing Choice Voucher will be transferred to the caretaker.

If the appropriate agency cannot confirm the guardianship status of the caretaker, the HA will review the status at 30 day intervals.

If custody or legal guardianship has not been awarded by the court, but the action is in process, the HA will secure verification from social services staff or the attorney as to the status.

The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made.

When the HA approves a person to reside in the unit for the child/ren, the income should be counted pending a final disposition. The HA will work with the appropriate service agencies and the landlord to provide a smooth transition in these cases.

If a member of the household is subject to a court order that restricts him/her from the home for more than 6 months, the person will be considered permanently absent.

The family will be required to notify the HA in writing within 10 days when an adult family member moves out. The notice must contain a certification by the family as to whether the adult is temporarily or permanently absent.

The family member will be determined permanently absent if verification is provided.

Time extension will be granted as an accommodation upon request by a person with a disability.

If an adult child goes into the military and leaves the household, they will be considered permanently absent.

Full time students who attend school away from the home will be treated in the following manner:

A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent. If the family decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of Housing Choice Voucher size.

### **Visitors**

Any adult not included on the HUD 50058 who has been in the unit more than 30 consecutive days, will be considered to be living in the unit as an unauthorized household member.

Absence of evidence of any other address will be considered verification that the visitor is a family member.

Statements from neighbors and/or the landlord will be considered in making the determination.

Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the family and the HA may terminate assistance since prior approval was not requested for the addition.

Minors and college students who were part of the family but who now live away from home during the school year and are not considered members of the household may visit for up to 90 days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than 180 days per year, the minor will be considered to be an eligible visitor and not a family member.

### **Reporting Additions to Owner and HA**

Reporting changes in household composition to the HA is both a HUD and a HA requirement.

The family obligations require the family to request HA approval to add any other family member as an occupant of the unit and to inform the HA of the birth, adoption or court-awarded custody of a child. The family must request prior approval of additional household members in writing.

If the family does not obtain written approval from the HA, any person the family has permitted to move in will be considered an unauthorized household member.

In the event that a visitor continues to reside in the unit after the maximum allowable time, the family must report it to the HA in writing within 10 days of the maximum allowable time.

Families are required to report any additions to the household in writing to the HA within 10 days of the move-in date.

An interim reexamination will be conducted for any additions to the household.

In addition, the lease may require the family to obtain prior written approval from the owner when there are changes in family composition.

### **Reporting Absences to the HA**

Reporting changes in household composition is both a HUD and a HA requirement.

If a family member leaves the household, the family must report this change to the HA, in writing, within 10 days of the change and certify as to whether the member is temporarily absent or permanently absent.

The HA will conduct an interim evaluation for changes which affect the TTP in accordance with the interim policy.

### **C. AVERAGING INCOME**

When Annual Income cannot be anticipated for a full twelve months, the HA may:

1. Average known sources of income that vary to compute an annual income, or
2. Annualize current income and conduct an interim reexamination if income changes.

If there are bonuses or overtime that the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used.

Income from the previous year may be analyzed to determine the amount to anticipate when third party or check-stub verification is not available.

If by averaging, an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so that the housing payment will not change from month to month.

The method used depends on the regularity, source and type of income.

### **D. MINIMUM INCOME**

There is no minimum income requirement. Families who report zero income are required to complete a written certification every 90 days.

### **E. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME**

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the HA will calculate the Total Tenant Payment by using the following methodology and use the income figure which would result in a lower payment by the family:

- (a) Exclude the income of the person permanently confined to the nursing home and give the family no deductions for medical expenses of the confined family member.

OR

- (b) Include the income of the person permanently confined to the nursing home and give the family the medical deductions allowable on behalf of the person in the nursing home.

### **F. REGULAR CONTRIBUTIONS AND GIFTS**

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment.

Any contribution or gift received every month or more frequently will be considered a “regular” contribution or gift. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See Chapter 7, “Verification Procedures,” for further definition.)

If the family’s expenses exceed its known income, the HA will question the family about contributions and gifts.

#### **G. ALIMONY AND CHILD SUPPORT**

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment.

If the amount of child support or alimony received is less than the amount awarded by the court, the HA must use the amount awarded by the court unless the family can verify that they are not receiving the full amount.

The HA will accept as verification that the family is receiving an amount less than the award is.

The HA receives verification from the agency responsible for enforcement or collection.

It is the family's responsibility to supply a certified copy of the divorce decree.

#### **H. LUMP-SUM RECEIPTS**

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments (unemployment or welfare assistance) are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset.

In order to determine amount of retroactive tenant rent that the family owes as a result of the lump sum receipt:

The HA uses a calculation method which calculates retroactively or prospectively depending on the circumstances.

The HA will calculate prospectively if the family reported the payment within 10 days and retroactively to date of receipt if the receipt was not reported within that time frame.

#### **Prospective Calculation Methodology**

If the payment is reported on a timely basis, the calculation will be done prospectively and will result in an interim adjustment calculated as follows:

The entire lump-sum payment will be added to the annual income at the time of the interim.

## **Retroactive Calculation Methodology**

The HA will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.

The family has the choice of paying this "retroactive" amount to the HA in a lump sum.

At the HA's option, the HA may enter into a Repayment Agreement with the family.

The amount owed by the family is a collectible debt even if the family becomes unassisted.

## **Attorney Fees**

The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

## **I. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE**

The HA must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. The HA will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value.

## **J. CHILD CARE EXPENSES**

Childcare expenses for children under 13 may be deducted from annual income if they enable an adult to work or attend school full time.

In the case of a child attending school, only after-hours care can be counted as childcare expenses.

Childcare expenses cannot be allowed as a deduction if there is an adult household member capable of caring for the child who can provide the childcare. Examples of those adult members who would be considered *unable* to care for the child include:

The abuser in a documented child abuse situation, or

A person with disabilities or older person unable to take care of a small child, as verified by a reliable knowledgeable source.

Allowability of deductions for childcare expenses is based on the following guidelines:

Childcare expense allowance must be less than the amount earned by the person enabled to work.

Childcare for school: The number of hours claimed for childcare may not exceed the number of hours the family member is attending school (including one hour travel time to and from school).

Amount of Expense: The HA will survey the local care providers in the community as a guideline. If the hourly rate materially exceeds the guideline, the HA may calculate the allowance using the guideline.

#### **K. MEDICAL EXPENSES**

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.

Nonprescription medicines must be doctor-recommended in order to be considered a medical expense.

#### **L. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES**

##### **Applicability**

Proration of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

"Mixed" families that were participants on June 19, 1995, and that do not qualify for continued assistance must be offered prorated assistance. (See Chapter 12, "Recertifications.") Applicant mixed families are entitled to prorated assistance. Families that become mixed after June 19, 1995 by addition of an ineligible member are entitled to prorated assistance.

##### **Prorated Assistance Calculation**

Prorated assistance is calculated by determining the amount of assistance payable if all family members were eligible and multiplying by the percent of the family members who actually are eligible. Total Tenant Payment is the gross rent minus the prorated assistance.

#### **J. REDUCTION IN BENEFITS**

If the family's benefits, such as social security, SSI or TANF, are reduced through no fault of the family, the HA will use the net amount of the benefit.

If the family's benefits were reduced due to family error, omission, or misrepresentations, the HA will use the gross amount of the benefit.

#### **N. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT**

The Utility Allowance Schedule is used for Housing Choice Vouchers.

The Utility allowance is intended to help defray the cost of utilities not included in the rent and is subtracted from Total Tenant Payment to establish the family's rent to the landlord. The allowances are based on actual rates and average consumption studies, not on a family's actual consumption. The HA will review the Utility Allowance Schedule on an annual basis and revise it if needed.

The approved utility allowance schedule is given to families along with their Housing Choice Voucher. The utility allowance is based on the actual unit size selected.

Where families provide their own range and refrigerator, the HA will establish an allowance adequate for the family to purchase or rent a range or refrigerator, even if the family already owns either appliance.

Where the Utility Allowance exceeds the family's Total Tenant Payment, the HA will provide a Utility Reimbursement Payment for the family each month. The check will be made out directly to the tenant unless the tenant has agreed, in writing, to a payment to the utility company.



## Chapter 7

### VERIFICATION PROCEDURES

#### **INTRODUCTION**

HUD regulations require that the factors of eligibility and Total Tenant Payment be verified by the HA. Applicants and program participants must furnish proof of their statements whenever required by the HA, and the information they provide must be true and complete. The HA's verification requirements are designed to maintain program integrity. This Chapter explains the HA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and when there are changes in family members. The HA will ensure that proper authorization from the family is always obtained before making verification inquiries.

#### **A. METHODS OF VERIFICATION AND TIME ALLOWED**

The HA will verify information through the four methods of verification acceptable to HUD in the following order:

1. Third-Party Written
2. Third-Party Oral
3. Review of Documents
4. Certification/Self-Declaration

The HA will allow 3 weeks for return of third-party verifications and 2 weeks to obtain other types of verifications before going to the next method.

For applicants, verifications may not be more than 60 days old at the time of Certificate/Housing Choice Voucher issuance. For participants, they are valid for 120 days from date of receipt.

#### **Third-Party Written Verification**

Third-party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail. The family will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically directly from the source are considered third party written verifications.

Third party verification forms will not be hand carried by the family under any circumstances with the following exceptions:

The HA will not accept verifications delivered by the family [except computerized printouts from the following agencies:]

- Social Security Administration
- Veterans Administration
- Welfare Assistance
- Unemployment Compensation Board
- City or County Courts

### **Third-Party Oral Verification**

Oral third-party verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used, staff will be required to complete a Certification of Document Viewed or Person Contacted form, noting with whom they spoke, the date of the conversation, and the facts provided. If oral third party verification is not available, the HA will compare the information to any documents provided by the Family. If provided by telephone, the HA must originate the call.

### **Review of Documents**

In the event that third-party written or oral verification is unavailable, or the information has not been verified by the third party within 4 weeks, the HA will notate the file accordingly and utilize documents provided by the family as the primary source if the documents provide complete information.

All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will complete a Certification of Document Viewed or Person Contacted form.

The HA will accept the following documents from the family provided that the document is such that tampering would be easily noted:

- Printed wage stubs
- Computer printouts from the employer
- Signed letters (provided that the information is confirmed by phone)
- Other documents noted in this Chapter as acceptable verification

The HA will accept Faxed documents.

The HA will accept photocopies.

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the HA will utilize the third party verification.

The HA will not delay the processing of an application beyond 90 days because a third party information provider does not return the verification in a timely manner.

### **Self-Certification/Self-Declaration**

When verification cannot be made by third-party verification or review of documents, families will be required to submit a self-certification.

Self-certification means a statement/affidavit/certification and must be witnessed.

## **B. RELEASE OF INFORMATION**

The family will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886, Authorization for Release of Information.

Each member requested to consent to the release of information will be provided with a copy of the appropriate forms for their review and signature.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information requested by the HA or HUD.

### **C. COMPUTER MATCHING**

Where allowed by HUD and/or other State or local agencies, computer matching will be done.

### **D. ITEMS TO BE VERIFIED**

- All income not specifically excluded by the regulations.
- Zero-income status of household.
- Full-time student status including High School students who are 18 or over.
- Current assets including assets disposed of for less than fair market value in proceeding two years.
- Child cares expense where it allows an **adult** family member to be employed or to further his/her education.
- Total medical expenses of all family members in households whose head or spouse is elderly or disabled.
- Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus which allow an **adult** family member to be employed.

#### **\*Identity**

- U.S. citizenship/eligible immigrant status.
- Social Security Numbers for all family members 6 years of age or older.
- APreference@ status, based upon Ranking, or Local preferences.
- Familial/Marital status when needed for head or spouse definition.
- Disability for determination of preferences, allowances or deductions.

### **C. VERIFICATION OF INCOME**

This section defines the methods the HA will use to verify various types of income.

#### **Employment Income**

Verification forms request the employer to specify the:

- Dates of employment
- Amount and frequency of pay
- Date of the last pay increase
- Year to date earnings
- Estimated income from overtime, tips, bonus pay expected during next 12 months

Acceptable methods of verification include, in this order:

1. Employment verification form completed by the employer.

2. Check stubs or earning statements that indicate the employee's gross pay, frequency of pay or year to date earnings.
3. W-2 forms plus income tax return forms.
4. Self-certifications or income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities.

Applicants and program participants may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income.

In cases where there are questions about the validity of information provided by the family, the HA will require the most recent federal income tax statements.

### **Social Security, Pensions, Supplementary Security Income (SSI), Disability Income**

Acceptable methods of verification include, in this order:

1. Benefit verification form completed by agency providing the benefits.
2. Award or benefit notification letters prepared and signed by the providing agency.
3. Computer report electronically obtained or in hard copy.
4. Bank statements for direct deposits.

### **Unemployment Compensation**

Acceptable methods of verification include, in this order:

1. Verification form completed by the unemployment compensation agency.
2. Computer printouts from unemployment office stating payment dates and amounts.
3. Payment stubs.

### **Welfare Payments or General Assistance**

Acceptable methods of verification include, in this order:

1. HA verification form completed by payment provider.
2. Written statement from payment provider indicating the amount of rent/ payment, start date of payments, and anticipated changes in payment in the next 12 months.
3. Computer-generated Notice of Action.
4. Computer-generated list of recipients from Welfare Department.

### **Alimony or Child Support Payments**

Acceptable methods of verification include, in this order:

1. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
2. A notarized letter from the person paying the support.
3. Copy of latest check and/or payment stubs from Court Trustee. HA must record the date, amount, and number of the check.
4. Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.
5. If payments are irregular, the family must provide:

A copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support and payment schedules.

A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement.

A notarized affidavit from the family indicating the amount(s) received.

A welfare notice of action showing amounts received by the welfare agency for child support.

A written statement from an attorney certifying that a collection or enforcement action has been filed.

### **Net Income from a Business**

In order to verify the net income from a business, the HA will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months.

Acceptable methods of verification include:

1. IRS Form 1040, including:
  - Schedule C (Small Business)
  - Schedule E (Rental Property Income)
  - Schedule F (Farm Income)
2. If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.
3. Audited or unaudited financial statement(s) of the business.
4. Documents such as manifests, appointment books, cashbooks, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.

5. Family's self-certification as to net income realized from the business during previous years.

### **Child Care Business**

If an applicant/participant is operating a licensed day care business, income will be verified as with any other business.

### **Recurring Gifts**

The family must furnish a self-certification which contains the following information:

- The person who provides the gifts
- The value of the gifts
- The regularity (dates) of the gifts
- The purpose of the gifts

### **Zero Income Status**

Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household.

Families who report zero income are required to complete a written certification every 90 days.

The HA may check records of other departments in the jurisdiction (such as government utilities) that have information about income sources of customers.

### **Full-Time Student Status**

Only the first \$480 of the earned income of full time students, other than head or spouse, will be counted towards family income.

Financial aid, scholarships and grants received by full time students is not counted towards family income.

Verification of full time student status includes:

1. Written verification from the registrar's office or other school official.
2. School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

## **D. INCOME FROM ASSETS**

Acceptable methods of verification include, in this order:

### **Savings Account Interest Income and Dividends**

Will be verified by:

1. Account statements, passbooks, certificates of deposit, or HA verification forms completed by the financial institution.

2. Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.
3. IRS Form 1099 from the financial institution, provided that the HA must adjust the information to project earnings expected for the next 12 months.

#### **Interest Income from Mortgages or Similar Arrangements**

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)
2. Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

#### **Net Rental Income from Property Owned by Family**

1. IRS Form 1040 with Schedule E (Rental Income).
2. Copies of latest rent receipts, leases, or other documentation of rent amounts.
3. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

### **E. VERIFICATION OF ASSETS**

#### **Family Assets**

The HA will require the necessary information to determine the current cash value, (the net amount the family would receive if the asset were converted to cash).

1. Verification forms, letters, or documents from a financial institution or broker.
2. Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.
3. Real estate tax statements if the approximate current market value can be deduced from assessment.
4. Financial statements for business assets.
5. Copies of closing documents showing the selling price and the distribution of the sales proceeds.
6. Appraisals of personal property held as an investment.

#### **Assets Disposed of for Less than Fair Market Value (FMV)**

During two years preceding effective date of certification or recertification

1. For all Certifications and Recertifications, the HA will obtain the Family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.
2. If the family certifies that they have disposed of assets for less than fair market value, verification [or certification] is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

#### **E. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME**

##### **Child Care Expenses**

1. Written verification from the person who receives the payments is required. If the child care provider is an individual, she/he must provide a statement of the amount they are charging the family for their services.
2. Verifications must specify the child care provider's name, address, telephone number, Social Security Number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.
3. Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

##### **Medical Expenses**

Families who claim medical expenses or expenses to assist a person(s) with disability will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by one or more of the methods listed below:

1. Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.
2. Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.
3. Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.



4. For attendant care:
  - a. A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.
  - b. Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.
5. Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.
6. Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.
7. Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. HA may use this approach for Ageneral medical expenses@ such as regular visits to doctors or dentists, but not for one-time, nonrecurring expenses from the previous year.
8. The HA will use mileage at the IRS rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

#### **Assistance to Persons with Disabilities**

1. In All Cases:
  - (a) Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.
  - (b) Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.
2. Attendant Care:
  - (a) Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.
  - (b) Certification of family and attendant and/or copies of canceled checks family used to make payments.
3. Auxiliary Apparatus:
  - (a) Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.
  - (b) In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

## **F. VERIFYING NON-FINANCIAL FACTORS**

### **Verification of Legal Identity**

In order to prevent program abuse, the HA will require applicants to furnish verification of legal identity for all family members.

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

- Certificate of Birth, naturalization papers
- Church issued baptismal certificate
- Current, valid Driver's license
- U.S. military discharge (DD 214)
- U.S. passport
- Voter's registration
- Company/agency Identification Card
- Department of Motor Vehicles Identification Card
- Hospital records

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

- Certificate of Birth
- Adoption papers
- Custody agreement
- Health and Human Services ID
- School records

If none of these documents can be provided, a third party who knows the person may, at the HA's discretion, provide a verification.

### **Verification of Marital Status**

Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.

Verification of a separation may be a copy of court-ordered maintenance or other records.

Verification of marriage status is a marriage certificate.

### **Familial Relationships**

The following verifications will always be required if applicable:

Verification of relationship:

- Official identification showing names
- Birth Certificates
- Baptismal certificates

Verification of guardianship is:

Court-ordered assignment  
Affidavit of parent  
Verification from social services agency  
School records

#### **Verification of Permanent Absence of Adult Member**

1. If an adult member who was formerly a member of the household is reported permanently absent by the family, the HA will consider any of the following as verification:
2. Husband or wife institutes divorce action
3. Husband or wife institutes legal separation
4. Order of protection/restraining order obtained by one family member against another.
5. Proof of another home address, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available.
6. Statements from other agencies such as social services or a written statement from the landlord or manager that the adult family member is no longer living at that location.
7. If the adult family member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.

#### **Verification of Change in Family Composition**

The HA may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

#### **Verification of Disability**

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7) or verified by appropriate diagnostician such as physician, psychiatrist, rehab specialist, or licensed social worker, using the HUD language as the verification format.

#### **Verification of Citizenship/Eligible Immigrant Status**

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare his or her status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the HA hearing is pending.

- (a) Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury.
- (b) Eligible Immigrants who were Participants and 62 or over on June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age.

- (c) Non-citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front back and returned to the family. The HA verifies the status through the INS SAVE system. If this primary verification fails to verify status, the HA must request within ten days that the INS conduct a manual search.
- (d) Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse.
- (e) Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

Failure to Provide. If an applicant or participant family member fails to sign required declarations and consent forms or provide documents as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Time of Verification. For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination. For participants, it is done at the first regular recertification after June 19, 1995. For family members added after other members have been verified, the verification occurs at the first recertification after the new member moves in. Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the initial HA does not supply the documents, the HA must conduct the determination.

Extensions of Time to Provide Documents. Extensions must be given for persons who declare their eligible immigration status but need time to obtain the required documents. The length of the extension shall be based on individual circumstances. The HA will generally allow up to 30 days to provide the document or a receipt issued by the INS for issuance of replacement documents.

Acceptable Documents of Eligible Immigration. The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

- Resident Alien Card (I-551)
- Alien Registration Receipt Card (I-151)
- Arrival-Departure Record (I-94)
- Temporary Resident Card (I-688)
- Employment Authorization Card (I-688B)
- Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

## **Verification of Social Security Numbers**

Social security numbers must be provided as a condition of eligibility for all family members age six and over if they have been issued a number. Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration. If a family member cannot produce a Social Security Card, only the documents listed below showing his or her Social Security Number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security Card information provided is/are complete and accurate:

A driver's license

Identification card issued by a Federal, State or local agency

Identification card issued by a medical insurance company or provider (including Medicare and Medicaid)

An identification card issued by an employer or trade union

An identification card issued by a medical insurance company

Earnings statements or payroll stubs

Bank Statements

IRS Form 1099

Benefit award letters from government agencies

Retirement benefit letter

Life insurance policies

Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records

Verification of benefits or Social Security Number from Social Security Administration.

New family members ages six and older will be required to produce their Social Security Card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the HA.

If an applicant or participant is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or participant must sign a certification to that effect provided by the HA. The applicant/participant or family member will have an additional up to 60 days to provide proof of the Social Security Number. If they fail to provide this documentation, the family's assistance will be terminated.

In the case of an individual at least 62 years of age, the HA may grant an extension for an additional 60 days to a total of 120 days. If, at the end of this time, the elderly individual has not provided documentation, the family's assistance will be terminated.

If the family member states they have not been issued a number, the family member will be required to sign a certification to this effect.

### **Medical Need for Larger Unit**

A written certification that a larger unit is necessary must be obtained from a physician.

### **G. WAITING LIST PREFERENCES**

#### **Local Preferences**

Families who reside inside or whose head of household or spouse is employed within the jurisdiction of High Point, N.C., will be selected for housing assistance prior to families residing outside the jurisdiction of High Point, N.C.

#### **Ranking Preferences**

Families with a Local Preference will be ranked in the following order:

- (1) Families that have been determined to be emergencies as defined. (Displacement by disaster, such as fire or flood; displacement by government action; domestic violence; displacement to avoid reprisals; displacement by hate crimes, or as further defined by Executive Director.
- (2) Families with at least one adult who is employed. (This ranking is extended equally to elderly families or families whose head or spouse is receiving income based on their inability to work).
- (3) Families not currently receiving housing assistance.
- (4) Families currently receiving housing assistance.

## Chapter 8

### HOUSING CHOICE VOUCHER ISSUANCE AND BRIEFINGS

#### **INTRODUCTION**

The HA's objectives are to assure that families selected to participate are successful in obtaining an acceptable housing unit, and that they have sufficient knowledge to derive maximum benefit from the program and to comply with program requirements. When families have been determined to be eligible, the HA will conduct a mandatory briefing to ensure that families know how the program works. The briefing will provide a broad description of owner and family responsibilities, HA procedures, and how to lease a unit. The family will also receive a briefing packet which provides more detailed information about the program. This Chapter describes how briefings will be conducted, the information that will be provided to families, and the policies for how changes in the family composition will be handled.

#### **A. ISSUANCE OF HOUSING CHOICE**

When funding is available, the HA will issue Housing Choice Vouchers to applicants whose eligibility has been determined. The issuance of Housing Choice Vouchers must be within the dollar limitations set by the ACC budget.

The number of Housing Choice Vouchers issued must ensure that the HA stays as close as possible to 100% lease-up. The HA performs a **monthly** calculation manually to determine whether applications can be processed, the number of Housing Choice Vouchers that can be issued, and to what extent the HA can over-issue (issue more Certificates or Housing Choice Vouchers than the budget allows).

The HA may over-issue Housing Choice Vouchers only to the extent necessary to meet leasing goals. All Housing Choice Vouchers that are over-issued must be honored. If the HA finds it is over-leased, it must adjust future issuance of Certificates or Housing Choice Vouchers in order not to exceed the ACC budget limitations over the fiscal year.

#### **B. BRIEFING TYPES AND REQUIRED ATTENDANCE**

##### **Initial Applicant Briefing**

A full HUD-required briefing will be conducted for applicant families who are determined to be eligible for assistance. The briefings will be conducted during group meetings.

The purpose of the briefing is to explain the documents in the Housing Choice Voucher holder's packet to families so that they are fully informed about the program. This will enable them to utilize the program to their advantage, and it will prepare them to discuss it with potential owners and property managers.

The HA will not issue a Housing Choice Voucher to a family unless the household representative has attended a briefing and signed the Housing Choice Voucher. Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing. Applicants who fail to attend **2** scheduled briefings, without prior notification and approval of the HA, may be denied admission based on failure to supply information needed for certification. The HA will conduct individual briefings for families with disabilities at their home, upon request by the family, if required for reasonable accommodation.

## **Briefing Packet**

The documents and information provided in the briefing packets for both the Housing Choice Voucher programs will comply with all HUD requirements. The HA also includes other information and/or materials which are not required by HUD.

The family is provided with the following information and materials:

1. The term of the Housing Choice Voucher, and the HA policy for requesting extensions to the term of the Housing Choice Voucher or suspensions of the Housing Choice Voucher.
2. A description of the method used to calculate the assistance payment, information on payment standards (Housing Choice Voucher program), and utility allowances.
3. How the maximum allowable rent is determined including the rent reasonableness standard.
4. Guidance and materials to assist the family in selecting a unit, such as proximity to employment, public transportation, schools, shopping, and the accessibility of services. Guidance will also be provided to assist the family to evaluate the prospective unit, such as the condition, whether the rent is reasonable, average utility expense, energy efficiency, and security.
5. The boundaries of the geographical area in which the family may lease a unit including an explanation of portability.
6. The HUD lease addendum and HA sample lease.
7. The Request for Lease Approval form, and a description of the procedure for requesting approval for a unit.
8. The HA policy on providing information about families to prospective owners.
9. The Subsidy Standards, when and how exceptions are made and how the Housing Choice Voucher size relates to the unit size selected.
9. "A Good Place to Live", a HUD brochure on how to select a unit that complies with HQS.
11. The HUD brochure on lead-based paint.
12. Information on federal, State and local equal opportunity laws including the pamphlet "Fair Housing: It's Your Right" and other information about fair housing laws and guidelines, including the "take one, take all" law; the form for reporting suspected discrimination and the phone numbers of the local fair housing agency and the HUD enforcement office.
13. A list of landlords or other parties willing to lease to assisted families or help in the search and/or known units available for the size Housing Choice Voucher issued.
14. If the family includes a person with disabilities, notice that the HA will provide assistance in locating accessible units and a list of available accessible units known to the HA.



15. The Family Obligations under the program.
16. The grounds for termination of assistance because of family action or failure to act.
17. When the HA is required to offer an informal hearing, how to request the hearing, and the hearing procedures.
18. An HQS checklist.
19. Procedures for notifying the HA and/or HUD of program abuses such as side payments, extra charges, violations of tenant rights, and owner failure to repair.
20. Requirements for reporting changes between certifications.
21. Information on security deposits.

#### Other Information to be Provided at the Briefing

The person conducting the briefing will also describe how the program works and the relationship between the family and the owner, the family and the HA, and the HA and the owner.

The briefing presentation emphasizes:

Family and owner responsibilities

Where a family may lease a unit inside and outside its jurisdiction

How portability works for families eligible to exercise portability

Advantages to moving to area with low concentration of poor families if family is living in a high poverty census tract in the HA's jurisdiction

Exercising choice in residency

Choosing a unit carefully and only after due consideration.

The Family Self-Sufficiency program and its advantages.

If the family includes a person with disabilities, the HA will ensure compliance with CFR 8.6 to ensure effective communication.

#### **C. ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION**

At the briefing, families are encouraged to search for housing in non-impacted areas and the HA will provide assistance to families who wish to do so.

The assistance provided to such families includes:

Direct contact with landlords.

Counseling with the family.

Providing information about services in various non-impacted areas.

Meeting with neighborhood groups to promote understanding.  
Formal or informal discussions with landlord groups  
Formal or informal discussions with social service agencies  
Meeting with rental referral companies or agencies  
Meeting with fair housing groups or agencies

The Housing Authority will maintain lists of available housing submitted by owners in all neighborhoods within the Housing Authority's jurisdiction to ensure greater mobility and housing choice to very low income households. The lists of owners/units will be provided at the front desk and provided at briefings.

#### **D. ASSISTANCE TO FAMILIES WHO CLAIM DISCRIMINATION**

##### **Fair Housing Laws**

In compliance with Section 147 of the National Affordable Housing Act, no owner who has entered into a contract for housing assistance payments under this section on behalf of any tenant in a multifamily building (more than four units) shall refuse to lease any available dwelling unit in any multifamily building *owned by the same owner* to a Housing Choice Voucher holder solely because of their status as a Housing Choice Voucher holder.

The HA provides the family with the HUD discrimination complaint form and directs the family to report suspected discrimination to HUD.

Take One - Take All: In compliance with Section 174 of the National Affordable Housing Act, if an owner who already has a unit in any multifamily building (more than four units) denies a Housing Choice Voucher holder admission to any multifamily building *solely* on the basis of their status as a Housing Choice Voucher holder, the owner will be reported to HUD Fair Housing Complaints Office and barred from future participation.

#### **E. SECURITY DEPOSIT REQUIREMENTS**

##### **Leases Effective Prior to October 2, 1995**

The amount of Security Deposit which could have been collected by owners under contracts effective prior to October 2, 1995 is:

For the Housing Choice Voucher program, the owner, at his/her discretion, could have collected a Security Deposit in an amount not to exceed one month's contract rent.

##### **Leases Effective on or after October 2, 1995**

Security deposits charged by owners may not exceed those charged to unassisted tenants nor the maximum prescribed by State or local law, generally one month's contract rent.

For lease-in-place families, responsibility for first and last month's rent is not considered a security deposit issue. In these cases, the owner should settle the issue with the tenant prior to the beginning of assistance.

#### **F. TERM OF HOUSING CHOICE VOUCHER**

During the briefing session, each household will be issued a Housing Choice Voucher which represents a contractual agreement between the HA and the Family specifying the rights and responsibilities of each party. It does not constitute admission to the program that occurs when the lease and contract become effective.

##### **Expirations**

The Housing Choice Voucher is valid for a period of sixty calendar days from the date of issuance. The family must submit a Request for Lease Approval and Lease within the sixty-day period unless an extension has been granted by the HA.

If the Housing Choice Voucher has expired, and has not been extended by the HA or expires after an extension, the family will be denied assistance. The family will not be entitled to a review or hearing. If the family is currently assisted, they may remain as a participant in their unit if there is an assisted lease/contract in effect.

##### **Suspensions**

When a Request for Lease Approval is received, the HA will deduct the number of days required to process the request from the 60 day term of the Housing Choice Voucher.

##### **Extensions**

The HA may grant extensions to certificates or Housing Choice Vouchers.

A family may request an extension of the Housing Choice Voucher time period. All requests for extensions must be received prior to the expiration date of the Housing Choice Voucher.

The HA extends in one or more increments. No more than 2 extensions of 30 days or less will be granted and never for a total of more than an additional sixty days.

##### **Assistance to Housing Choice Voucher Holders**

Families who require additional assistance during their search may call the HA Office to request assistance. Certificate and Housing Choice Voucher holders will be notified at their briefing session that the HA periodically updates the listing of available units and how the updated list may be obtained.

The HA will assist families with negotiations with owners and provide other assistance related to the families' search for housing.

#### **G. INTERCHANGEABILITY BETWEEN CERTIFICATE AND HOUSING CHOICE VOUCHER**

Interchangeability of Housing Choice Vouchers is not required by HUD and will not be considered by the HA except in cases of emergency.

#### **H. HOUSING CHOICE VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS**

In those instances when a family assisted under the Section 8 program becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, and the new families cannot agree as to which new family unit should continue to receive the assistance, and there is no determination by a court, the HA shall consider the following factors to determine which of the families will continue to be assisted:

1. Which of the two new family units has custody of dependent children.
2. Which family member was the head of household when the Housing Choice Voucher was initially issued (listed on the initial application).
3. The composition of the new family units, and which unit contains elderly or disabled members.
4. Whether domestic violence was involved in the breakup.
5. Which family members remain in the unit.
6. Recommendations of social service professionals.

Documentation of these factors will be the responsibility of the requesting parties.

If documentation is not provided, the HA will terminate assistance based on failure to provide information necessary for a recertification.

Where the breakup of the family also results in a reduction of the size of the Certificate, the family will be required to move to a smaller unit if the current landlord is unwilling to accept the rent level of the smaller sized certificate.

#### **I. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF HOUSING CHOICE VOUCHER**

To be considered the remaining member of the tenant family, the person must have been previously approved by the HA to be living in the unit.

A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the Family.

In order for a minor child to continue to receive assistance as a remaining family member:

1. The court has to have awarded emancipated minor status to the minor, or
2. The HA has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the child/ren for an indefinite period.

A reduction in family size may require a reduction in the Housing Choice Voucher size.

## Chapter 9

### REQUEST FOR APPROVAL OF ASSISTED TENANCY AND CONTRACT EXECUTION

#### **INTRODUCTION**

After families are issued a Housing Choice Voucher, they may search for a unit anywhere within the jurisdiction of the HA, or outside of the HA's jurisdiction if they qualify for portability. The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payments Contract with the HA. This Chapter defines the types of eligible housing, the HA's policies which pertain to initial inspections, lease requirements, owner disapproval, and the processing of Requests For Approval of Assisted Tenancy (AOT).

#### **A. REQUEST FOR APPROVAL OF ASSISTED TENANCY**

The Request for Approval of Assisted Tenancy (AOT) and a copy of the proposed Lease must be submitted by the family during the term of the Housing Choice Voucher.

The Request for Approval of Assisted Tenancy must be signed by both the owner and Housing Choice Voucher holder. The lease may be executed up to 60 days prior to contract execution but cannot be executed without approval of the HA.

The HA will not permit the family to submit more than one RLA at a time.

The HA will review the documents to determine whether or not they are approvable. For the Certificate Program, the HA will determine that the Gross Rent is within the applicable FMR (unless an exception rent is approved).

The Request will be approved if:

1. The unit is an eligible type of housing
2. The unit meets HUD's Housing Quality Standards (and any additional criteria as identified in this Administrative Plan)
3. The rent is reasonable
4. The security deposit is approvable
5. The proposed lease complies with HUD and HA requirements and State and Local Law.
6. The owner is approvable, and there are no conflicts of interest.

#### **Disapproval of AOT**

If the HA determines that the Request cannot be approved for any reason, the landlord and the family will be notified in writing. The HA will instruct the owner and family of the steps that are necessary to approve the Request.

The owner will be given 30 calendar days to submit an approvable RLA from the date of disapproval.

When, for any reason, an RLA is not approved, the HA will furnish another RLA form to the family along with the notice of disapproval so that the family can continue to search for eligible housing.

The time limit on the Housing Choice Voucher will be suspended while the RLA is being processed.

## **B. ELIGIBLE TYPES OF HOUSING**

### **1. TYPES OF HOUSING ON WHICH THE HA WILL PROVIDE ASSISTANCE**

The HA will approve any of the following types of housing in the Housing Choice Voucher programs:

1. All structure types can be utilized.
2. Manufactured homes where the tenant leases the mobile home and the pad.

The HA will permit a family to lease a manufactured home and space with assistance under the program. The HA will not provide assistance for a family that owns the manufactured home and leases only the space.

The HA may approve a live-in aide to reside with a family to care for a person with disabilities. The HA will approve a live-in aide if needed as a reasonable accommodation so that the program is accessible to and usable by persons with disabilities. If the HA approves a live-in aide, the live-in aide must be counted when determining the family unit size.

A manufactured home must meet all the HQS requirements outlined in Chapter Ten and regulated by 24 CFR 982.401. In addition, the manufactured home also must meet the following:

Manufactured home must be placed on the site in a stable manner, and must be free from hazards such as sliding or wind damage.

A manufactured home must be securely anchored by a tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist wind overturning and sliding.

3. Single Room Occupancy:

Rent and Housing Assistance Payment:

The FMR/exception rent limit for SRO housing is 75 percent of the zero bedroom FMR/exception rent limit.

The HA SRO Housing Choice Voucher payment standard will not exceed the FMR/exception rent limit for SRO housing. While an assisted person resides in SRO housing, the SRO payment standard must be used to calculate the housing assistance payment.

If an assisted person resides in a SRO with assistance under the OFTO program, the payment standard for the person is the SROFMR/exception rent limit.

The utility allowance for an assisted person residing in SRO housing is 75 percent of the zero bedroom utility allowance.

The HA will ensure that all SRO units approved for the program are in compliance with all of the Housing Quality Standards for SROs as regulated in 24 CFR 982.605.

#### 4. Congregate Housing

An elderly person or a person with disabilities may reside in a congregate housing unit.

The HA may approve a family member or live-in aide to reside with the elderly person or person with disabilities.

The HA will approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

For congregate housing there will be a separate lease and HAP contract for each assisted family.

Unless there is a live-in aide, the FMR/exception rent limit for a family that resides in a congregate housing unit is the one bedroom FMR/exception rent limit.

However, if there are two or more rooms in the unit (not including kitchen or sanitary facilities), the FMR/exception rent limit for a family that resides in a congregate housing unit is the one bedroom FMR/exception rent limit.

If there is a live-in aide, the live-in aide will be counted in determining the family unit size.

The HA will ensure that all congregate housing units approved for the program are in compliance with all of the Housing Quality Standards for congregate housing as regulated in 24 CFR 982.609.

#### 5. Independent Group Residences

The group home must be licensed, certified, or otherwise approved in writing by the State, or the State's licensing department. (24 CFR 982.612)

An elderly person or a person with disabilities may reside in a State-approved group home. If approved by the HA, a live-in aide may reside with a person with disabilities.

The HA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. Except for a live-in aide, all residents of a group home must be elderly persons or persons with disabilities.

The HA will not approve assistance for a person to live in a group home if file documentation indicates that the person is in need of continual medical or nursing care.

No more than twelve persons may reside in a group home. This limit covers all persons who reside in the unit, including assisted and unassisted residents and any live-in aide.

There will be a separate HAP contract and lease for each assisted person living in a group home. For a group home the term "pro-rata portion" means that which is derived by dividing the number of persons in the assisted household by the total number of residents (assisted and unassisted) residing in the group home. The number of persons in the assisted household equals one assisted person plus any HA- approved live-in aide.

The rent to owner for an assisted person may not exceed the pro-rata portion of the reasonable rent for the group home.

The reasonable rent for a group home is determined in accordance with 982.503. In determining reasonable rent the HA will consider whether sanitary facilities, and facilities for food preparation and service, are common facilities or private.

Unless there is a live-in aide, the family unit size is one bedroom. If there is a live-in aide, the live-in aide will be counted in determining the family unit size.

In a regular tenancy for a person who resides in a group home, the initial gross rent may not exceed either the FMR/exception rent limit for the family unit size or the pro-rata portion of the FMR/exception rent limit for the group home size.

For the OFTO Program, the payment standard for a person who resides in a group home is the owner of the FMR/exception rent limit for the family unit size, or the pro-rata portion of the FMR/exception rent limit for the group home size.

The utility allowance for each assisted person residing in a group home is the pro-rata portion of the utility allowance for the group home unit size.

The HA will ensure that all group home units approved for the program are in compliance with all of the Housing Quality Standards for group homes as regulated in 24 CFR 982.614.

The HA has no HUD approved area exception rents.

The HA will approve exception rents up to 110 percent of the published Fair Market Rents, and with HUD's approval up to 120 percent as a reasonable accommodation for a disabled family member.

- The appropriate Payment Standard for the family must be the lower of:
- The Payment Standard for the family Housing Choice Voucher size; or
- The Payment Standard for the unit rented by the family.
- The Total Tenant Payment (TTO) shall be the greater of:
- 30% of family monthly adjusted income;
- 10% of family monthly income; or
- \$50.00 minimum rent.

## **2. TYPES OF HOUSING ON WHICH THE HA WILL NOT PROVIDE ASSISTANCE.**

The HA will not approve any of the following types of housing for assistance under the Section 8 Housing Choice Voucher Programs:

Nursing homes or other institutions that provide care

School dormitories and institutional housing

A unit if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family holding the Housing Choice Voucher, unless the HA determined that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.

Shared Housing

Cooperative (including mutual housing)

Over Fair Market Rent Tenancy (except as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities in accordance with Section B., 1., (c) above.



A unit which is receiving Project-Based Section 8 assistance or any duplicative rental subsidies.

Any types of housing prohibited by HUD.

### **C. LEASE REVIEW**

The HA will review the lease, particularly noting the approvability of optional charges and compliance with regulations and State/local law. Responsibility for utilities, appliances and optional services must correspond to those provided on the Request for Approval of Assisted Tenancy.

Owners must submit their own lease or permit the HA to provide some guidance for assisting them in obtaining a lease. The HA will provide a HUD Tenancy Addendum to accompany the owner's lease.

### **Separate Agreements**

Separate agreements are not necessarily illegal side agreements. Families and owners will be advised of the prohibition of illegal side payments for additional rent, or items normally included in the rent of unassisted families, or for items not shown on the approved lease.

Owners and families may execute separate agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease if the agreement is in writing and approved by the HA.

Any appliances, services or other items that are routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher or garage) or are permanently installed in the unit, cannot be put under separate agreement and must be included in the lease. For a separate agreement, the family must have the option of not utilizing the service, appliance or other item.

The HA is not liable for unpaid charges for items covered by separate agreements and nonpayment of these agreements cannot be cause for eviction.

If the family and owner have come to a written agreement on the amount of allowable charges for a specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed.

All agreements for special items or services must be attached to the lease approved by the HA. If agreements are entered into at a later date, they must be approved by the HA and attached to the lease.

The HA will not approve separate agreements for modifications to the unit for persons with disabilities. The modifications are usually within the dwelling and are critical to the use of the dwelling.

### **D. INITIAL INSPECTIONS**

See Chapter 10, "Housing Quality Standards and Inspections."

### **E. RENT LIMITATIONS**

The HA will approve an exception rent up to 110 percent of the FMR, and/or seek HUD approval up to 120 percent for a particular family if necessary as a reasonable accommodation so that the unit is useable by and for and accessible to a family member with a disability.

For the Housing Choice Voucher program, the HA will make a determination as to the reasonableness of the proposed rent in relation to comparable units available for lease on the private unassisted market, and the rent charged by the owner for a comparable unassisted unit in the building or premises.

Family pays the greatest of: 30 percent of monthly adjusted income  
10 percent of monthly income  
HA minimum rent (Hardship exemptions do apply)

Any new admission or any family who moves may not pay more than 40 percent of adjusted monthly income toward initial rent for the unit. (Limit applies only at the time of initial leasing of a unit, not after).

Example: Annual Income = \$12,000

Adjusted Income =  $\$11,042/12 = \$920/\text{mo}$

40% Limit                       $\$920 \times 40\% = 368$

#### **F. DISAPPROVAL OF PROPOSED RENT**

In any of the programs, if the proposed Gross Rent is not reasonable, at the family's request, the HA will negotiate with the owner to reduce the rent to a reasonable rent.

1. At the family's request, the HA will negotiate with the owner to reduce the rent or include some or all of the utilities in the Contract Rent.
2. Of the owner is not willing to adjust the rent and the HA has determined the rent to be reasonable, the HA will determine whether the rent is within 120 percent of the FMR. If so the HA will determine whether approval of an exception rent is necessary as a reasonable accommodation to make the program useable by and accessible to a family member with a disability.

If the rent can be approved by taking the above steps, the HA will continue processing the Request for Approval of Assisted Tenancy and Lease. If the revised rent involves a change in the provision of utilities, a new Request for Approval of Assisted Tenancy must be submitted by the owner.

If the owner does not agree on the Contract Rent after the HA has tried and failed to negotiate a revised rent, the HA will inform the family and owner that the lease is disapproved.

#### **G. INFORMATION TO OWNERS**

The HA is required to provide prospective owners with the address of the applicant and the names and addresses of the current and previous landlord if known.

The HA will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

The HA will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, eviction history, damage to units, and other factors related to the family's suitability as a tenant.

## **H. OWNER DISAPPROVAL**

For purposes of this section, "owner" includes a principal or other interested party.

The HA will disapprove the owner for the following reasons:

HUD has informed the HA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

HUD has informed the HA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.

HUD has informed the HA that a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.

The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).

The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.

The owner has engaged in drug related or violent criminal related activity.

The owner has a history of failing to terminate tenancy for drug related or violent criminal activity or other threatening activity.

The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.

The owner has a history or practice of renting units that fail to meet State or local housing codes.

The owner has not paid State or local real estate taxes, fines or assessments.

## **I. CHANGE IN TOTAL TENANT PAYMENT (TTP) PRIOR TO HAP EFFECTIVE DATE**

When the family reports changes in factors that will affect the Total Tenant Payment (TTP) prior to the effective date of the HAP contract, the information will be verified and the TTP will be recalculated. If the family does not report any change, the HA need not obtain new verifications before signing the HAP Contract, even if verifications are more than 60 days old.

## **J. CONTRACT EXECUTION PROCESS**

The HA prepares the Housing Assistance Contract for execution. The family and the owner will execute the Lease agreement, and the owner and the HA will execute the HAP Contract. Copies of the documents will be furnished to the parties who signed the respective documents.

The HA provides individual briefings for new owners if requested.

The HA makes every effort to execute the HAP Contract before the commencement of the lease term. The HAP Contract may not be executed more than 60 days after commencement of the lease term and no

payments will be made until the contract is executed.

Owners must provide an Employer Identification Number or Social Security Number.

The owner must provide a business or home telephone number.

**K. CHANGE IN OWNERSHIP**

A change in ownership does not require execution of a new contract.

The HA will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of the escrow statement or other document showing the transfer of title and the Employee Identification Number or Social Security number of the new owner.

The HA must receive a written request by the old owner in order to change the HAP payee and/or the address to which payment is to be sent.

## Chapter 10

### HOUSING QUALITY STANDARDS AND INSPECTIONS

#### **INTRODUCTION**

Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. HQS standards are required both at initial occupancy and during the term of the lease. HQS standards apply to the building and premises, as well as the unit.

These minimum Standards may be enhanced by the HA, provided that by doing so, the HA does not overly restrict the number of units available for lease under the program. The use of the term "HQS" in this Administrative Plan refers to the combination of both HUD and HA requirements. This Chapter describes the HA's procedures for performing HQS and other types of inspections, and standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with HQS requirements for both families and owners.

#### **A. GUIDELINES/TYPES OF INSPECTIONS**

The HA has adopted local requirements of acceptability in addition to those mandated by the HUD Regulations.

Efforts will be made at all times to encourage owners to provide housing above HQS minimum standards.

The HA will allow the stove and refrigerator to be placed in the unit after the inspection if the family certifies the appliances are working according to the Housing Quality Standards. The HA will not conduct a reinspection.

There are five types of inspections the HA will perform:

1. Initial/Move-in: Conducted within 15 days upon receipt of Request for Approval of Assisted Tenancy (AOT).
2. Annual: Must be conducted at least every 12 months.
3. Special/Complaint: At request of owner, family or an agency or third-party.
4. Move-Out/Vacate: At landlord's request/ for contracts effective before 10/2/95 only]
5. Quality Control: A quality control inspection will be conducted for 5 percent of all units which have been inspected.

#### **B. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS**

The HA adheres to the acceptability criteria in the program regulations and HUD Inspection Booklet with the additions described below:

### **Additions to HQS:**

Windows:

All operable windows must have a properly fitting screen in good condition.

### **C. INSPECTIONS**

The HA conducts an inspection in accordance with Housing Quality Standards at least annually. Special inspections may be scheduled between anniversary dates.

HQS deficiencies that cause a unit to fail must be corrected by the landlord unless it is a fail for which the tenant is responsible. The family is only responsible for breaches of HQS that are caused by:

Non-payment of utilities paid by the family (Contracts entered into after 10-2-95)

Not providing, or failing to maintain, appliances not provided by the owner, and

Damages to the unit or premises caused by a household member or guest beyond normal wear and tear.

The family must allow the HA to inspect the unit at reasonable times with reasonable notice.

Reasonable hours to conduct an inspection are between 9:00 a.m. and 4:30 p.m.

The HA will notify the family in writing at least 5 days prior to the inspection.

Inspection: The family and owner are notified of the date and time of the inspection appointment by mail. If the family is unable to be present, they must reschedule the appointment so that the inspection is completed within 30 days.

If the family does not contact the HA to reschedule the inspection, or if the family misses 2 inspection appointments, the HA will consider the family to have violated a Family Obligation and their assistance may be terminated in accordance with the termination procedures in the Plan.

Reinspection: The family and owner are mailed a notice of the inspection appointment. If the family is not at home for the reinspection appointment, a card will be left at the unit and another appointment is automatically scheduled. The appointment letter contains a warning of abatement.

The family is also notified that it is a Family Obligation to allow the HA to inspect the unit. If the family was responsible for a breach of HQS identified in Chapter 15, "Denial or Termination of Assistance," they will be advised of their responsibility for correction.

### **Time Standards for Repairs**

1. Emergency items which endanger the family's health or safety must be corrected within 24 hours of notification.
2. For non-emergency items, repairs must be made within 30 days.
3. For major repairs, the Section 8 Director may approve an extension beyond 30 days.

### **D. EMERGENCY REPAIR ITEMS**

The following items are considered of an emergency nature and must be corrected by the owner or tenant (whoever is responsible) within 24 hours of notice by the Inspector:

- Lack of security for the unit
- Waterlogged ceiling in imminent danger of falling
- Major plumbing leaks or flooding
- Natural gas leak or fumes
- Electrical problem which could result in shock or fire
- No heat
- Utilities not in service
- No running hot water
- Broken glass where someone could be injured
- Obstacle which prevents tenant's entrance or exit
- Lack of functioning toilet

The HA may give a short extension whenever the responsible party cannot be notified or it is impossible to effect the repair within the 24-hour period.

In those cases where there is leaking gas or potential of fire or other threat to public safety, and the responsible party cannot be notified or it is impossible to effect the repair, proper authorities will be notified by the Participant.

If the emergency repair item(s) are not corrected in the time period required by the HA, and the owner is responsible, the housing assistance payment may be abated and the HAP contract may be terminated.

If the emergency repair item(s) are not corrected in the time period required by the HA, and it is an HQS breach which is a family obligation, the HA will terminate the assistance to the family and the owner's payment will not be abated for the breach of HQS.

#### **E. CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS)**

When it has been determined that a unit on the program fails to meet Housing Quality Standards, and the owner is responsible for completing the necessary repair(s) in the time period specified by the HA, the assistance payment to the owner may be abated.

##### **Abatement**

A Notice of Abatement will be sent to the owner, and the abatement will be effective from the day after the date of the failed inspection.

The HA will inspect abated units within 5 days of the owner's notification that the work has been completed.

If the owner makes repairs during the abatement period, payment will resume on the day the unit passes inspection.

The family and the owner will be notified of the reinspection date.

No retroactive payments will be made to the owner for the period of time the rent was abated and the unit did not comply with HQS. **The notice of abatement states that the tenant is not responsible for the HA's portion of rent that is abated.**

### **Extension of time**

The HA will grant an extension in lieu of abatement in the following cases:

There is an unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services.

The owner makes a good faith effort to make the repairs.

The repairs must be delayed due to climate conditions.

The extension will be made for a period of time not to exceed 180 days. At the end of that time, if work is not completed, the HA will begin the abatement and/or termination of assistance.

### **Termination of Contract**

If the owner is responsible for repairs, and fails to correct all the deficiencies cited prior to the end of the abatement period, the owner will be sent a HAP Contract Termination notice. Prior to the effective date of the termination, the abatement will remain in effect.

If repairs are completed before the effective termination date, the termination may be rescinded by the HA if the tenant chooses to remain in the unit.

### **F. DETERMINATION OF RESPONSIBILITY**

Certain deficiencies are considered the responsibility of the family:

Tenant-paid utilities not in service.

Failure to provide or maintain family-supplied appliances

Damage to the unit or premises caused by a household member or guest beyond normal wear and tear

Normal wear and tear is defined in Chapter 17, "Claims, Move-Out and Close-Out Inspections."

The owner is responsible for all other HQS violations.

The owner is responsible for the correction of vermin infestation even if caused by the family's living habits. However, if such infestation is serious and repeated, it may be considered a lease violation and the owner may evict for serious or repeated violation of the lease. The HA may terminate the family's assistance on that basis.

The inspector will make a determination of owner or family responsibility during the inspection. The owner or tenant may appeal this determination to a mediator within 10 days of the inspection.

If the family is responsible but the owner carries out the repairs, the owner will be encouraged to bill the family for the cost of the repairs and the family's file will be noted.



**G. CONSEQUENCES IF FAMILY IS RESPONSIBLE**

If non-emergency violations of HQS are determined to be the responsibility of the family, the HA will require the family make any repair(s) or corrections within 30 days. If the repair(s) or correction(s) are not made in this time period, the HA will terminate assistance to the family. Extensions in these cases must be approved by Section 8 Inspector. The owner's rent will not be abated for items that are the family's responsibility.

If the tenant is responsible and corrections are not made, the HAP Contract will terminate when assistance is terminated.

**H. INITIAL HQS INSPECTION**

The Initial Inspection will be conducted within 15days upon receipt of the AOT to:

Determine if the unit and property meet the HQS defined in this Plan.

Document the current condition of the unit as a basis to evaluate whether the future condition of the unit exceeds normal wear and tear.

Document the information to be used for determination of rent-reasonableness.

If the unit fails the initial Housing Quality Standards inspection, the family and owner will be advised to notify the HA once repairs are completed.

On an initial inspection, the owner will be given up to 30 days to correct the items noted as Fail, at the Inspector's discretion, depending on the amount and complexity of work to be done.

If the time period given by the Inspector to correct the repairs has elapsed, or the maximum number of failed reinspections has occurred, the family must select another unit.

**I. ANNUAL HQS INSPECTION**

**Rent Increases**

The HA will conduct an inspection using the Housing Quality Standards and other standards approved in this Administrative Plan at least annually, prior to the anniversary month of the contract. Contract rent increases in the Certificate program may not be given until the unit passes the HQS. Rent increase requests in the Housing Choice Voucher program will not be approved if the unit is in a failed condition.

**J. SPECIAL/COMPLAINT INSPECTIONS**

If at any time the family or owner notifies the HA that the unit does not meet Housing Quality Standards, the HA will conduct an inspection.

The HA may also conduct a special inspection based on information from third parties such as neighbors or public officials.

The HA will inspect only the items which were reported, but if the Inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs.

**K. QUALITY CONTROL INSPECTIONS**

Quality Control inspections will be performed by the Section 8 Director on 5 percent of the units of each inspector. The purpose of Quality Control inspections is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.

## Chapter 11

### OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

#### **INTRODUCTION**

The HA is responsible to ensure that the rents charged by owners are reasonable based upon objective comparables in the rental market. When the HA has determined that the unit meets the minimum HQS, that the lease is approvable, and that the rent is reasonable, it will make timely payments to the owner and notify the owner of the procedures for rent adjustments in the Housing Choice Voucher programs. This Chapter explains the HA's procedures for determination of rent-reasonableness, payments to owners, adjustments to the Payment Standards, and rent adjustments.

#### **A. OWNER PAYMENT IN THE HOUSING CHOICE VOUCHER PROGRAM**

The maximum subsidy for each family is determined by the Payment Standard for the Housing Choice Voucher size issued to the family, less 30% of the family's Monthly Adjusted Income. The actual subsidy level could be less if the family is required to pay the Minimum Total Tenant Payment (10% of the family's Monthly Income).

The Housing Choice Voucher size issued to the family is based on the HA's Subsidy Standards. The payment standard for the family is based on the lesser of the Payment Standard for the Housing Choice Voucher size issued and the Payment Standard for the unit selected.

The Housing Assistance Payment to the owner is the lesser of the subsidy described above or the rent charged by the owner.

#### **B. MAKING PAYMENTS TO OWNERS**

Once the HAP Contract is executed, the HA begins processing payments to the landlord. The effective date and the amount of the HA payment is communicated by letter. A HAP Register will be used as a basis for monitoring the accuracy and timeliness of payments. HAP payment must be post marked by the 5<sup>th</sup> working day of each month. For new admissions, after it has been determined that the unit pass HQS and the lease and contract has been properly executed by all parties, HAP payment should be post marked by the 7<sup>th</sup> working day of the month, or payment will be consider late. The landlord can assess a late charge in accordance with the accepted practice in the local market. . Changes are made automatically to the HAP Register for the following month. Checks are disbursed by the finance department to the owner each month.

Checks may not be picked up by owner at the HA.

#### **C. RENT REASONABLENESS DETERMINATIONS**

Rent reasonableness determinations are made when units are placed under HAP Contract for the first time, when owners request annual or special contract rent adjustments under the Certificate Program, and when an owner requests a rent increase in the Housing Choice Voucher Program.

For the Housing Choice Voucher Programs, the HA will determine and document on a case-by-case basis that the approved rent:

- Does not exceed rents currently charged by the same owner for an equivalent assisted or unassisted unit in the same building or complex, and
- Is reasonable in relation to rents currently charged by other owners for comparable units in the unassisted market.

At least 2 comparable units will be used for each rent determination, one of which must be from the first category above if possible. All comparables must be based on the rent that the unit would command if leased in the current market. Leased in the current market means that the unit has been leased within the last 12 months.

The data for other unassisted units will be gathered from **newspapers, Realtors, professional associations, inquiries of owners, market surveys, and other available sources**.

The market areas for rent reasonableness are neighborhoods within the HA's jurisdiction. Subject units within a defined housing market area will be compared to similar units within the same area.

The following items will be used for rent reasonableness documentation:

- Number of Bedrooms
- Facilities
- Location
- Number of Bathrooms
- Quality
- Amenities
- Date Built
- Unit Type
- Management and Maintenance Services

The HA maintains an automated database which includes data on unassisted units for use by staff in making rent reasonableness determinations. The data is updated on an ongoing basis.

#### **D. PAYMENT STANDARDS FOR THE HOUSING CHOICE VOUCHER PROGRAM**

The Payment Standard is initially set by the HA at the Fair Market Rent in effect at the time the Annual Contributions Contract for the first increment of Housing Choice Voucher funding is approved by HUD. The Payment Standard is used to determine the maximum subsidy which can be paid by the HA on behalf of the family.

#### **E. ADJUSTMENTS TO PAYMENT STANDARDS**

Payment Standards may be adjusted to increase Housing Assistance Payments in order to keep families' rents affordable. The HA has elected to use the current Fair Market Rent as their Payment Standard. Payment Standards will be adjusted annually according to the current Fair Market Rent.

#### **Availability of Suitable Vacant Units Below the Payment Standard**

The HA will review its rent reasonableness database and vacancy rate data to determine whether there is an ample supply of vacant units below the Payment Standard.

### **Quality of Units Selected**

The HA will review the quality of units selected by participant families before determining any change to the Payment Standard to ensure that Payment Standard increases are only made when needed to reach the mid-range of the market.

### **Rent to Owner Increases**

The HA may review a sample of the units to determine how often owners are increasing rents after the first year of the lease and the average percent of increase by bedroom size. The sample will be divided into units with and without the highest cost utility included.

A comparison will then be made to the applicable annual adjustment factor to determine whether owner increases are excessive in relation to the published annual adjustment factor.

### **Rent Reasonableness Data Base/Average Contract Rents**

The HA will compare the Payment Standards to average rents in its Rent Reasonableness Data Base and to the average Contract Rents by unit size. The Payment Standards should be on a par with these amounts.

### **Lowering of the Payment Standard**

Statistical analysis may reveal the Payment Standard should be lowered, in which case, the Payment Standard should not be less than 90% of the current FMR. If the FMR is lowered, the Payment Standard may not exceed the FMR except in those cases where families are held harmless until they move to a different dwelling unit or have a change in family composition which would affect their Housing Choice Voucher size.

### **Financial Feasibility**

Before increasing the Payment Standard, the HA may review the budget and the project reserve, to determine the impact projected subsidy increases would have on funding available for the program and number of families served.

For this purpose, the HA will compare the number of families who could be served under a higher Payment Standard with the number assisted under current Payment Standards.

### **File Documentation**

A file will be retained by the HA for at least three years to document the analysis and findings to justify whether or not the Payment Standard was changed.

## **F. RENT ADJUSTMENTS**

### **Housing Choice Voucher Program**

Owners may not request rent adjustments in the Housing Choice Voucher Program to be effective prior to the expiration of the first year of the lease. Rent adjustments are effective:

On the anniversary date following a signed sixty-day notice that the participant has been notified of the rent adjustment.

## Chapter 12

### RECERTIFICATIONS

#### **INTRODUCTION**

HUD requires that the HA recertify the income and household composition of all families at least annually. In addition, the HA is required to inspect the assisted unit at least annually. These activities must be coordinated to ensure that they are completed in accordance with the regulation. It is a HUD requirement that families report all changes in household composition, but the HA decides what other changes must be reported, and the procedures for reporting them. This Chapter defines the HA's policy for conducting annual recertifications and coordinating the three annual activities. It also explains the interim reporting requirements for families, and the standards for timely reporting.

#### **A. ANNUAL ACTIVITIES**

There are two activities the HA must conduct on an annual basis. These activities will be coordinated whenever possible:

- Recertification of Income and Family Composition
- HQS Inspection

The HA produces a monthly listing of units under contract to ensure that timely reviews of contract rent, housing quality, and factors related to Total Tenant Payment can be made. Requests for rent adjustments and other monetary changes will be transmitted to the Finance Department.

Annual activities for contracts that did not commence on the first of the month must be conducted no later than the first of the month in which the lease was effective.

Annual inspections: See Chapter 10, "Housing Quality Standards and Inspections"

Rent Adjustments: See Chapter 11, "Owner Rents, Rent Reasonableness and Payment Standards"

#### **B. ANNUAL RECERTIFICATION/REEXAMINATION**

Families are required to be recertified at least annually. At the first interim or annual certification on or after June 19, 1995, family members must report and verify their U.S. citizenship/eligible immigrant status.

When families move to another dwelling unit:

An annual recertification will be scheduled (unless a recertification has occurred in the last 120 days) and the anniversary date will be changed.

Income limits are not used as a test for continued eligibility at recertification unless the family is moving under portability and changing their form of assistance.

#### **Reexamination Notice to the Family**

The HA will maintain a reexamination tracking system and the household will be notified by mail of the date and time for their interview at least 120 days in advance of the anniversary date. If requested as an

accommodation by a person with a disability, the HA will provide the notice in an accessible format. The HA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

#### Procedure

The HA's procedure for conducting annual recertifications will be:

Schedule the date and time of appointments and mail a notification to the family.

#### Persons with Disabilities

Persons with disabilities, who are unable to come to the HA's office will be granted an accommodation of conducting the interview at the person's home or by mail, upon verification that the accommodation requested meets the need presented by the disability.

#### **Collection of Information**

The PHA representative will interview the family and enter the information provided by the family on the recertification form.

#### **Requirements to attend**

The following family members will be required to attend the recertification interview:

All adult household members

If the head of household is unable to attend the interview:

The appointment will be rescheduled

#### **Failure to Respond to Notification to Recertify**

The written notification must state which family members are required to attend the interview. The family may call to request another appointment date.

If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with the HA, the HA will reschedule a second appointment.

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the HA may Terminate assistance to the family, and offer them an informal hearing.

Exceptions to these policies may be made if the family is able to document an emergency situation that prevented them from canceling or attending the appointment.

#### **Documents Required From the Family**

In the notification letter to the family, the HA will include instructions for the family to bring the following:

- Documents to support any preference claims
- Documentation of income for all family members
- Documentation of liquid and non-liquid assets

- Documentation of any deductions/allowances

#### Verification of Information

The HA will follow the verification procedures and guidelines described in this Plan. Verifications for reexaminations must be less than 120 days old.

#### **Tenant Rent Increases**

Rent increases will be effective the first of the second month following the change. A thirty-day notice will be mailed to the family prior to the effective date.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the anniversary date.

#### **Tenant Rent Decreases**

If tenant rent decreases, it will be effective on the first of the month following the date the change was reported.

A thirty-day notice will be mailed to the family prior to the effective date.

If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the reexamination processing by the HA.

### **C. REPORTING INTERIM CHANGES**

HUD requires program participants to report all changes in household composition to the HA between annual reexaminations. This includes additions due to birth, adoption and court-awarded custody. The family must obtain HA approval prior to all other additions to the household.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required at the first interim or regular recertification after moving into the unit.

#### **Increases in Income**

##### Interim Reexamination Policy

Changes in rent made for reasons other than reexamination shall be made if:

- It is necessary to correct any error made by a previous rent determination.
- A reduction in family income has occurred which is expected to continue for a period of more than 30 days.
- The Resident or any member of the resident's family, 18 years or older, not previously employed, becomes employed.
- When a new member is added to the family composition, and has income.
- The Resident or any member of the Resident's family who previously was not receiving government assistance in the form of TANF, Work First, Social Security Benefits, SSI,



Unemployment Benefits, etc., begins to receive such benefits.

The Resident agrees to report his or her, or any member of the Resident's family who is age 18 or older newly acquired government assistance to the PHA within 10 days of the date of receiving such benefits.

#### Decreases in Income

Participants may report a decrease in income and other changes, which would reduce the amount of tenant rent, such as an increase in allowances or deductions. The HA must calculate the change if a decrease in income is reported.

#### **HA Errors**

If the HA makes a calculation error at admission to the program or at an annual reexamination, an interim reexamination will be conducted to correct the error, but the family will not be charged retroactively.

#### **Other Interim Reporting Issues**

An interim reexamination does not affect the date of the annual recertification.

An interim reexamination will be scheduled for families with zero/unstable income every 90 days.

Any changes reported by participants other than those listed in this section will be notated in the file by the staff person but will not be processed between regularly scheduled annual recertifications.

#### **D. NOTIFICATION OF RESULTS OF RECERTIFICATIONS**

The HUD form 50058 will be completed and transmitted as required by HUD.

The Notice of Rent Change is mailed to the owner and the tenant. If the family disagrees with the rent adjustment they may request an informal hearing.

#### **E. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS)**

##### **Standard for Timely Reporting of Changes**

The HA requires that families report interim changes to the HA within 10 days of when the change occurs. Any information, document or signature needed from the family which is needed to verify the change must be provided within 10 days of the change.

If the change is not reported within the required time period, or if the family fails to provide documentation or signatures, it will be considered untimely reporting.

### **Procedures when the Change is Reported in a Timely Manner**

The HA will notify the family and the owner of any change in the Housing Assistance Payment to be effective according to the following guidelines:

Increases in the Tenant Rent are effective on the first of the second month following the change, following at least thirty days' notice.

Decreases in the Tenant Rent are effective the first of the month following that in which the change was reported. **However, no rent reductions will be processed until all the facts have been verified, even if a retroactive adjustment results, with the exception of the Minimum Rent Hardship exemption request. For Minimum rent Hardship exemptions, the HA will suspend payment beginning the next month following the family's request. The family is not required to pay during this period. HA must promptly determine if hardship exist, and if it is temporary or long term. Temporary Hardship (90 days) will require a repayment agreement, Long term Hardship will not.**

**\* The change will not be made until the third party verification is received.**

### **Procedures when the Change is Not Reported by the Tenant in a Timely Manner**

If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

Increase in Tenant Rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis.

Decrease in Tenant Rent will be effective on the first of the month following the date the change occurred.

### **Procedures when the Change is Not Processed by the HA in a Timely Manner**

"Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by the HA in a timely manner.

In this case, an increase will be effective after the required thirty days' notice.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

## **F. REPORTING OF CHANGES IN FAMILY COMPOSITION**

All changes in family composition must be reported within 10 days of the occurrence.

### **Increases in Family Size**

Increases other than by birth, adoption or court-awarded custody must have the prior approval of the owner and the HA.

If an addition would result in overcrowding according to HQS maximum occupancy standards:

The HA will issue a larger Housing Choice Voucher (if needed under the Subsidy Standards) for

additions to the family.

If a change requires a larger size unit due to overcrowding, the change Housing Choice Voucher shall be made effective immediately. The HA may determine whether to issue a Housing Choice Voucher in this instance based on funding availability. If there is no funding availability in either program, the family will be placed on the Transfer list.

**G. CONTINUANCE OF ASSISTANCE FOR “MIXED” FAMILIES**

Under the Noncitizens Rule, “Mixed” families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

“Mixed” families who were participants on June 19, 1995, shall continue receiving full assistance if they meet the following criteria:

- The head of household or spouse is a U.S. citizen or has eligible immigrant status; AND
- All members of the family other than the head, the spouse, parents of the head, parents of the spouse, and children of the head or spouse are citizens or eligible immigrants. The family may change the head of household to qualify under this provision.

If they do not qualify for continued assistance, the member(s) that cause the family to be ineligible for continued assistance may move, the family may choose prorated assistance (See Chapter 6, “Factors Related to Total Tenant Payment Determination”), or the HA may offer temporary deferral of termination (See Chapter 15, “Denial or Termination of Assistance”).

## Chapter 13

### MOVES WITH CONTINUED ASSISTANCE/PORTABILITY

#### **INTRODUCTION**

HUD regulations permit families to move with continued assistance to another unit within the HA's jurisdiction, or to a unit outside of the HA's jurisdiction under Portability procedures. The regulations also allow the HA the discretion to develop policies which define any limitations or restrictions on moves. This Chapter defines the procedures for moves, both within and outside of, the HA's jurisdiction, and the policies for restriction and limitations on moves.

#### **A. ALLOWABLE MOVES**

A family may move to a new unit if:

- The assisted lease for the old unit has terminated because the HA has terminated the HAP contract for owner breach, or the lease was terminated by mutual agreement of the owner and the family.
- The owner has given the family a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the family (unless assistance to the family will be terminated).
- The family has given proper notice of lease termination (if the family has a right to terminate the lease on notice to owner).

#### **B. RESTRICTIONS ON MOVES**

Families will not be permitted to move within the HA's jurisdiction during the initial year of assisted occupancy except by mutual agreement between the owner and the family.

Families will not be permitted to move outside the HA's jurisdiction under portability procedures during the initial year of assisted occupancy.

Families will not be permitted to move more than once in a 12-month period.

The HA will deny permission to move if there is insufficient funding for continued assistance. The PHA may deny permission to move if:

- The family has violated a Family Obligation.
- The family owes any HA money.
- The family has moved or been issued a Certificate or Housing Choice Voucher within the last twelve months.

The Section 8 Director may make exceptions to these restrictions if there is an emergency reason for the move over which the participant has no control.

#### **C. PROCEDURE FOR MOVES**

##### **Issuance of Housing Choice Voucher**

If the family has not been recertified within the last 120 days, the HA will issue the certificate or Housing Choice Voucher to move after conducting the recertification, as soon as the family requests the move.

If the family does not locate a new unit, they may remain in the current unit so long as the owner permits.

The annual recertification date will be changed to coincide with the new lease-up date.

### **Notice Requirements**

Briefing sessions emphasize the family's responsibility to give the owner and the HA proper written notice of any intent to move.

The family must give the owner the required number of days written notice of intent to vacate specified in the lease and must give a copy to the HA simultaneously.

### **Time of Contract Change**

A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move except that there will be no overlapping assistance.

In a move, assistance stops at the old unit at the end of the month in which the tenant ceased to occupy, unless proper notice was given to end a lease mid-month. Assistance will start on the new unit on the effective date of the lease and contract. Assistance payments may overlap for the month in which the family moves.

## **D. PORTABILITY**

Portability applies to families moving out of or into the HA's jurisdiction within the United States and its territories. Under portability, families are eligible to receive assistance to lease a unit outside of the initial HA's jurisdiction.

## **E. OUTGOING PORTABILITY**

When a family requests to move to outside of the HA's jurisdiction, the request must specify the area to which the family wants to move.

The family may move only to a HA jurisdiction that administers tenant based assistance.

HA may not permit portability if the family has moved out of an assisted unit in violation of their lease.

If there is more than one HA in the area in which the family has selected a unit, the HA will choose the receiving HA.

### **Restrictions on Portability**

- Families will not be permitted to exercise portability during the initial 12 month period after admission to the program, if neither the head or spouse had a domicile (legal residence) in the HA's jurisdiction at the date of their initial application for assistance unless the receiving and initial HA agree to allow the move.
- If the family is in violation of a family obligation.

- If the family owes money to any HA.

### **Outgoing Portability Procedures**

The HA will provide pre-portability counseling for those families who express an interest in portability. If the family is utilizing portability for their initial lease-up, the HA will determine if the family is within the very low income limit of the receiving HA. If the receiving HA will absorb and the family will be changing its form of assistance, the HA will determine if the family is within the low income limit of the receiving HA, and advise the family accordingly.

The HA will notify the Receiving HA that the family wishes to relocate into its jurisdiction.

The HA will advise the family how to contact and request assistance from the receiving HA.

The HA will notify the receiving HA that the family will be moving into its jurisdiction.

The HA will provide the following documents and information to the Receiving HA:

- A copy of the family's Housing Choice Voucher, with issue and expiration dates, formally acknowledging the family's ability to move under portability.
- The most recent HUD 50058 form and verifications.
- Declarations and verifications of U.S. citizenship/eligible immigrant status.
- Current information related to eligibility and rent payments.
- Persons designated for inquiries on eligibility and billing.
- The Administrative Fee Schedule for billing purposes.
- A copy of the portability policies and procedures from this Administrative Plan.

The Receiving HA must notify the HA within 10 days of the following:

The Receiving HA decides to absorb the family into their own program.

The family leases up or fails to submit an Approval of Assisted Tenancy (AOT) by the required date.

Assistance to a portable family is terminated by the Receiving HA.

The family requests to move to an area outside the Receiving HA's jurisdiction.

### **Payment to the Receiving HA**

The HA will requisition funds from HUD based on the anticipated lease-ups of portable Housing Choice Vouchers or Housing Choice Vouchers in other HA's jurisdictions. Payments for families in other jurisdictions will be made to other HAs when billed or in accordance with other HUD approved procedures for payment.

When billed, the HA will reimburse the Receiving HA for 100% of the Housing Assistance Payment, 100% of the Special Claims paid on HAP contract effective prior to 10/2/95, and 80% of the Administrative Fee (at the initial HA's rate), and any other HUD-approved fees.

## **Claims**

The HA will be responsible for collecting amounts owed by the family for claims paid and for monitoring the repayment. The HA will notify the Receiving HA if the family is in arrears or if the family has refused to sign a Repayment Agreement, and the Receiving HA will be asked to terminate assistance to the family as allowed by this Administrative Plan.

Receiving HA's will be required to submit hearing determinations to the HA within 15 days.

## **G. INCOMING PORTABILITY**

### **Absorption or Administration**

The HA will accept a family with a valid Housing Choice Voucher from another jurisdiction and administer or absorb the Housing Choice Voucher. If administering, the family will be issued a "Portability" Housing Choice Voucher by the HA with the same start date. The HA may grant extensions in accordance with this Administrative Plan.

Incoming portable families who have not yet been absorbed will not be absorbed before the HA selects new applicants from the Waiting List.

When the receiving HA does not absorb the incoming Housing Choice Voucher or Housing Choice Voucher, it will administer the Initial HA's Housing Choice Voucher and the receiving HA's policies will prevail.

For initial lease-up, the family must be within the HA's Very-Low Income limits. For participants, the HA may issue either a Housing Choice Voucher or Housing Choice Voucher, but if the form of assistance changes, the family must be within the HA's Low-Income limits. If the family is ineligible under the receiving HA's low income limit because the form of assistance offered causes the family to change programs, the receiving HA must absorb the family without a change in the form of assistance, or administer the family's current form of assistance.

The HA will issue a "Portability Housing Choice Voucher" according to its own Subsidy Standards. If the family has a change in family composition which would change the Housing Choice Voucher size, the HA will change to the proper size based on its own Subsidy Standards.

The HA will decide whether to extend the "Portability Housing Choice Voucher" and for what period of time. The HA's policy on suspensions will apply. However, if the family decides not to lease-up in the HA's jurisdiction, the Family must request an extension from the initial HA.

For Old Rule contracts (prior to 10-2-95), the HA's unpaid rent, damage and vacancy loss claim policies prevail.

### **Income and TTP of Incoming Portables**

As Receiving HA, the HA will conduct a recertification interview but only verify the information provided if the documents are missing or are over 120 days old, whichever is applicable, or there has been a change in the family's circumstances.

If the family's income exceeds the income limit of the Receiving HA, the family will not be denied assistance unless the family is an applicant (and over the Very-Low Income Limit).

If the family's income is such that a \$0 subsidy amount is determined prior to lease-up in the HA's

jurisdiction, the HA will refuse to enter into a contract on behalf of the family at \$0 assistance.

### **Requests for Approval of Assisted Tenancy**

When the Family submits an Approval of Assisted Tenancy (AOT), it will be processed using the HA's policies. If the Family does not submit an Approval of Assisted Tenancy (AOT) or does not execute a lease, the Initial HA will be notified within 10 days by the Receiving HA.

If the Family leases up successfully, the HA will notify the Initial HA within 10 days, and the billing process will commence.

If the HA denies assistance to the family, the HA will notify the Initial HA within 10 days and the family will be offered a review or hearing.

The HA will notify the Family of its responsibility to contact the Initial HA if the Family wishes to move outside the HA's jurisdiction under continued portability.

### **Terminations**

The HA will notify the Initial HA in writing of any termination of assistance within 10 days of the termination. If an Informal Hearing is required and requested by the Family, the hearing will be conducted by the HA, using the regular hearing procedures included in this Plan. A copy of the hearing decision will be furnished to the Initial HA.

The Initial HA will be responsible for collecting amounts owed by the Family for claims paid and for monitoring repayment. If the Initial HA notifies the HA that the Family is in arrears or the Family has refused to sign a Repayment Agreement, the HA will terminate assistance to the family.

### **Required Documents**

As Receiving HA, the HA will require the following documents from the Initial HA:

- A copy of the family's Housing Choice Voucher, with issue and expiration dates, formally acknowledging the family's ability to move under portability.
- The most recent HUD 50058 form and verifications.
- Declarations and verifications of U.S. citizenship/eligible immigrant status.
- A copy of the portability policies and procedures from their Administrative Plan.
- Current information related to eligibility and rent payments.
- Persons designated for inquiries on eligibility and billing.
- The Administrative Fee Schedule for billing purposes.

### **Billing Procedures**

As Receiving HA, the HA will bill the Initial HA monthly for Housing Assistance Payments. The billing cycle for other amounts, including Administrative Fees and Special Claims will be monthly unless requested otherwise by the Initial HA.

The HA will bill 100% of the Housing Assistance Payment, 100% of Special Claims and 80% of the Administrative Fee (at the Initial HA's rate) and any other HUD-approved fees, for each "Portability" Housing Choice Voucher leased as of the first day of the month.

The HA will notify the Initial HA of changes in subsidy amounts and will expect the Initial HA to notify the HA of changes in the Administrative Fee amount to be billed.



## Chapter 14

### CONTRACT TERMINATIONS

#### **INTRODUCTION**

The Housing Assistance Payments (HAP) Contract is the contract between the owner and the HA which defines the responsibilities of both parties. This Chapter describes the circumstances under which the contract can be terminated by the HA and the owner, and the policies and procedures for such terminations.

#### **A. CONTRACT TERMINATION**

The term of the HAP Contract is the same as the term of the lease. The Contract between the owner and the HA may be terminated by the HA, or by the owner or tenant terminating the lease.

No future subsidy payments on behalf of the family will be made by the HA to the owner after the month in which the Contract is terminated. The owner must reimburse the HA for any subsidies paid by the HA for any period after the contract termination date.

If the family continues to occupy the unit after the Section 8 contract is terminated, the family is responsible for the total amount of rent due to the owner. The owner will have no right to claim compensation from the HA for vacancy loss under the provisions of Certificate contracts effective on or after October 2, 1995.

After a contract termination, if the family meets the criteria for a move with continued assistance, the family may lease-up in another unit. The contract for the new unit may begin during the month in which the family moved from the old unit.

#### **B. TERMINATION BY THE FAMILY: MOVES**

The lease stipulates that the family cannot move from the unit until after the first year of the lease. The notice period to the landlord is determined by the lease, but may not exceed 60 days.

#### **C. TERMINATION BY THE OWNER: EVICTIONS**

If the owner wishes to terminate the lease, the owner is required to evict, using the notice procedures in the HUD regulations and State/local law. The owner must provide the HA with a copy of the eviction notice.

The owner must provide the tenant a written notice specifying the grounds for termination of tenancy, at or before the commencement of the eviction action. The notice may be included in, or may be combined with, any owner eviction notice to the tenant.

The owner eviction notice means a notice to vacate, or a complaint, or other initial pleading used under State or local law to commence an eviction action.

The contract and lease require that the owner may only evict for the following reasons:

1. Serious or repeated violation of the terms and conditions of the lease,

2. Violation of Federal, State or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises,
3. Other good cause, including:
  - a. Criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises.
  - b. Any drug-related criminal activity on or off the premises,
  - c. Abuse of alcohol in a manner that will interfere with the health, safety, or right to peaceful enjoyment of premises by other residents.
  - d. Tenant history of disturbance of neighbors, destruction of property, or behavior resulting in damage to the premises.
4. Other good cause, after the first year of the lease, includes:
  - a. Business or economic reason for regaining possession of the unit;
  - b. Owner's desire to repossess the unit for personal use;
  - c. Tenant's refusal to accept offer of a new lease.

The eviction notice must specify the cause for the eviction.

The HA requires that the owner specify the section of the lease that has been violated and cite some or all of the ways in which the tenant has violated that section as documentation for the HA termination of assistance.

Housing assistance payments are paid to the owner under the terms of the HAP Contract. If the owner has begun eviction and the family continues to reside in the unit, the HA must continue to make housing assistance payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the tenant.

The HA will continue housing assistance payments until the family moves or is evicted from the unit provided that the unit continues to meet HQS guidelines.

If the action is finalized in court, the owner must provide the HA with the documentation, including notice of the lockout date.

If the owner opts out for business or economic reasons, the tenant must be given 90 days notice, with a copy to the HA and the local HUD office. Such reasons include desire to sell the property, renovation of the unit, or desire to obtain a higher rent than the HA will approve.

The HA must continue making housing assistance payments to the owner in accordance with the Contract as long as the tenant continues to occupy the unit and the Contract is not violated. By endorsing the monthly check from the HA, the owner certifies that the tenant is still in the unit and s/he is in compliance with the contract.

If the eviction is not due to a serious or repeated violation of the lease, and if the HA has no other grounds

for termination of assistance, the HA will issue a new Housing Choice Voucher so that the family can move with continued assistance.

#### **D. TERMINATION OF THE CONTRACT BY HA**

The term of the HAP contract terminates when the lease terminates, when the HA terminates program assistance for the family, and when the owner has breached the HAP contract.

Any of the following actions will be considered a breach of contract by the owner:  
The owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit HQS standards, including any standards the HA has adopted in this policy.

- The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).
- The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD.
- The owner has engaged in drug related or violent criminal activity.
- The owner has a history of not terminating tenancy for drug related or violent criminal activity or other threatening activity.

The HA may also terminate the contract if:

The HA terminates assistance to the family.

The family is required to move from a unit that is under-occupied (Housing Choice Voucher Program) or overcrowded (Housing Choice Voucher Program).

Funding is no longer available under the ACC.

The contract will terminate automatically if 180 days have passed since the last housing assistance payment to the owner.

#### **Notice of Termination**

The HA will provide the owner and family with at least thirty days written notice of termination of the contract.

#### **E. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS**

For families who were participants on June 19, 1995, terminations due to the ineligible immigration status of all members of the family, or because a "mixed" family chooses not to accept proration of assistance, may be temporarily deferred for intervals not to exceed six months (up to a maximum of three years) if necessary to permit the family additional time for transition to the affordable housing.

The family will be notified in writing at least 60 days in advance of the expiration of the deferral period that termination of assistance will not be deferred because:

- granting another deferral will result in an aggregate deferral of longer than three years,  
OR
- A determination has been made that other affordable housing is available.

**F. TERMINATION DUE TO OWNER DISAPPROVAL**

If the HA terminates the contract due to owner disapproval (See Chapter 9, "Request for Lease Approval and Contract Execution"), the HA will provide the owner and family with at least thirty days written notice of termination of the contract.

## Chapter 15

### DENIAL OR TERMINATION OF ASSISTANCE

#### **INTRODUCTION**

The HA may deny or terminate assistance for a family because of the family's action or failure to act. The HA will provide families with a written description of the Family Obligations under the program, the grounds under which the HA can deny or terminate assistance, and the HA's informal hearing procedures. This Chapter describes when the HA is required to deny or terminate assistance, and the HA's policies for the denial of a new commitment of assistance and the grounds for termination of assistance under an outstanding HAP contract.

#### **A. GROUND FOR DENIAL/TERMINATION**

If denial or termination is based upon behavior resulting from a disability, the HA will delay the denial or termination in order to determine if there is an accommodation which would meet or negate the behavior resulting from the disability.

#### **Form of Denial/Termination**

Denial of assistance for an applicant may include any or all of the following:

- Denial for placement on the HA waiting list
- Denying or withdrawing a Housing Choice Voucher
- Refusing to enter into a HAP contract or approve a lease
- Refusing to process or provide assistance under portability procedures

Termination of assistance for a participant may include any or all of the following:

- Refusing to enter into a HAP contract or approve a lease
- Terminating housing assistance payments under an outstanding HAP contract
- Refusing to process or provide assistance under portability procedures

#### **Mandatory Denial and Termination**

The HA must deny assistance to applicants, and terminate assistance for participants:

- If any member of the family fails to sign and submit HUD or HA required consent forms for obtaining information.
- If no member of the family is an U.S. citizen or eligible immigrant.
- If the family is under contract and 180 days have elapsed since the HA's last housing assistance payment was made.

#### **Grounds for Denial or Termination of Assistance**

The HA may at any time deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following reasons:

- The family violates any family obligation under the program.
- Any member of the family has ever been evicted from public housing.
- The family currently owes rent or other amounts to the HA or to another HA in connection with Section 8 or public housing assistance under the 1937 Act.
- The family has not reimbursed any HA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- The family breaches an agreement with a HA to pay amounts owed to a HA, or amounts paid to an owner by a HA.
- Any family member that the PHA has determined
- Any family member that the HA has determined to be abusing alcohol in a manner which will interfere with the health, safety, or rights to peaceful enjoyment of the premises by other residents.
- The family has engaged in or threatened abusive or violent behavior toward HA personnel.

Abusive or violent behavior towards HA personnel" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial.

- Persons convicted of manufacturing or producing methamphetamine on premises of assisted housing premises is building or complex in which dwelling unit is located, including common areas and grounds.

"Threatening" refers to oral or written threats or physical gestures that communicate an intent to abuse or commit violence. Actual physical abuse or violence will always be cause for termination.

### **Family Self Sufficiency (FSS)**

Failure to fulfill the obligations and conditions of the FSS contract is grounds for termination of assistance. The HA will not terminate the assistance for FSS families who fail to comply with the FSS Contract of Participation without good cause.

### **B. FAMILY OBLIGATIONS**

1. The family must supply any information that the HA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. "Information" includes any requested certification, release or other documentation.
2. The family must supply any information requested by the HA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information in accordance with Federal regulations.

4. All information supplied by the family must be true and complete.
5. The family is responsible for an HQS breach caused by the family.
6. The family must allow the HA to inspect the unit at reasonable times and after reasonable notice.
7. The family may not commit any serious or repeated violation of the lease.
8. The family must notify the owner and, at the same time, notify the HA before the family moves out of the unit or terminates the lease on notice to the owner.
9. The family must promptly give the HA a copy of any owner eviction notice.
10. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
11. The composition of the assisted family residing in the unit must be approved by the HA. The family must promptly inform the HA of the birth, adoption or court-awarded custody of a child. The family must request HA approval to add any other family member as an occupant of the unit.
12. The family must promptly notify the HA if any family member no longer resides in the unit.
13. If the HA has given approval, a foster child or a live-in aide may reside in the unit. If the family does not request approval or HA approval is denied, the family may not allow a foster child or live-in aide to reside with the assisted family.
14. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family.
15. The family must not sublease or let the unit.
16. The family must not assign the lease or transfer the unit.
17. The family must supply any information or certification requested by the HA to verify that the family is living in the unit, or relating to family absence from the unit, including any HA-requested information or certification on the purposes of family absences. The family must cooperate with the HA for this purpose. The family must promptly notify the HA of absence from the unit.
18. The family must not own or have any interest in the unit.
19. The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the programs.
20. The members of the family may not engage in drug-related criminal activity or violent criminal activity.
21. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, State or local housing assistance program.

## **Housing Authority Discretion**

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, the HA has discretion to consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, the length of time since the violation occurred and more recent record of compliance, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure to act.

The HA may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The HA may permit the other members of a family to continue in the program.

## **Enforcing Family Obligations**

### **Explanations and Terms**

The term "Promptly" when used with the Family Obligations always means "within 10 days." Denial or termination of assistance is always optional except where this Plan or the regulations state otherwise.

**HQS Breach:** The inspector will determine if an HQS breach is the responsibility of the family. Families may be given extensions to cure HQS breaches by HA staff.

**Lease Violations:** The following criteria will be used to decide if a serious or repeated violation of the lease will cause a termination of assistance:

If the owner terminates tenancy through court action for serious or repeated violation of the lease.

If the owner notifies the family of termination of assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and the HA determines that the cause is a serious or repeated violation of the lease based on available evidence.

If the owner notifies the family of termination of assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and

If there are police reports, neighborhood complaints or other third party information, and the HA has verified the information.



Notification of Eviction: If the family requests assistance to move and they did not notify the HA of an eviction, the move will be denied.

Proposed additions to the family may be denied to:

Persons who have been evicted from public housing.

Persons who have previously violated a family obligation listed in HUD regulations.

Persons who commit drug-related criminal activity or violent criminal activity.

Persons who do not meet the HA's definition of family.

Persons who commit fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.

Persons who currently owe rent or other amounts to the HA or to another HA in connection with Section 8 or public housing assistance.

Persons who have engaged in or threatened abusive or violent behavior toward HA personnel.

Family Member moves out: Families are required to notify the HA if any family member leaves the assisted household. When the family notifies the HA, they must furnish the following information:

The date the family member moved out.

The new address, if known, of the family member.

A statement as to whether the family member is temporarily or permanently absent.

Limitation on Profit-making Activity in Unit:

If the business activity area results in the inability of the family to use any of the critical living areas, such as a bedroom utilized for a business which is not available for sleeping, it will be considered a violation.

If the HA determines that the use of the unit as a business is not incidental to its use as a dwelling unit.

Interest in Unit: The owner may not reside in the assisted unit regardless of whether (s)he is a member of the assisted family, unless the family owns the mobile home and rents the pad under the Certificate Program.

Fraud: In each case, the HA will consider which family members were involved, the circumstances, and any hardship that might be caused to innocent members.

In the event of false citizenship claims, the HA will give the family member the opportunity to elect not to contend their status in lieu of termination of the entire family.

Drug-related or Violent Criminal Activity:

**Drug-related criminal activity** is the manufacture, sale, distribution, use or possession with intent to manufacture, sell or distribute, of a controlled substance.

- Drug-related criminal activity means **on or off the premises, not just on or near the premises.**
- **Violent criminal activity** includes any criminal activity that has as one of its elements the use,

attempted use, or threatened use of physical force against a person or property, and

- The activity is being engaged in by any Family member.
- **Ineligibility if Evicted for Drug-Related Activity**
- Persons evicted from public housing, Indian housing, Section 23, or any Section 8 Program because of drug-related criminal activity are ineligible for admission to Public Housing for a three-year period beginning on the date of such eviction.

The HA may waive this requirement if:

- The person demonstrates successful completion of a rehabilitation program approved by the HA, OR  
The circumstances leading to the eviction no longer exist. For example, the individual involved in drugs is no longer in the household because the person is incarcerated.
- Applicants will be denied assistance if they have been:  
Convicted/evicted from a unit due to drug-related or violent criminal activity within the last 3 years prior to the date of the certification/recertification interview.
- Participants may be terminated who have been:  
Arrested/convicted/evicted from a unit due to violent criminal activity within the last 3 years prior to the date of notice to terminate assistance, and whose activities have created a disturbance in the building or neighborhood.

If the family violates the lease for drug-related or violent criminal activity, the HA will terminate assistance.

In appropriate cases, the HA may permit the family to continue receiving assistance provided that family members determined to have engaged in the proscribed activities will not reside in the unit. If the violating member is a minor, the HA may consider individual circumstances with the advice of Juvenile Court officials.

#### **Screening Out Illegal Drug Users and Alcohol Abusers**

The HA will prohibit admitting any person to housing where the HA determines that there is a reasonable cause to believe that the person is illegally using a controlled substance, or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. This includes cases where the HA determines that there is a **pattern** of illegal use of a controlled substance, or **pattern** of alcohol abuse.

The HA will consider the use of a controlled substance or alcohol to be a **pattern** if there is more than one incident during the previous **three (3)** months.

The HA may waive this policy if the person demonstrates to the HA's satisfaction that the person is no longer engaging in the illegal use of a controlled substance or abuse of alcohol, and:

- Has successfully completed a supervised drug or alcohol rehabilitation program,
- Has otherwise been rehabilitated successfully; or
- Is participating in a supervised drug or alcohol rehabilitation program.

#### **Confidentiality of Criminal Records**

The HA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

### Disclosure of Criminal Records to Family

Before the HA takes any adverse action based on a criminal conviction record, the applicant or tenant will be provided with a copy of the criminal record and an opportunity to dispute the record. Applicants will be provided an opportunity to dispute the record at an informal hearing. Tenants may contest such records at the court hearing in the case of evictions.

### Required Evidence

**Preponderance of evidence** is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it, that is, evidence which as a whole shows that the fact sought to be proved is more provable than not. The intent is not to approve criminal liability, but to establish that the act(s) occurred.

Preponderance of evidence may not be determined by the number of witnesses, but by the weight of all evidence.

**Credible evidence** may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants. If the family violates the lease for drug-related or violent criminal activity, the HA will terminate assistance.

The HA will pursue fact-finding efforts as needed to obtain credible evidence.

### Notice of Termination of Assistance

In any case where the HA decides to terminate the family, the HA must give the family written notice which states:

- The reason(s) for the proposed termination,
- The effective date of the proposed termination.
- The family's right, if they disagree, to request an Informal Hearing to be held before termination of assistance.
- The date by which a request for an informal hearing must be received by the HA.

The HA will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the Termination of Assistance. The Notice to the owner will not include any details regarding the reason for termination of assistance.

## **C. ONE STRIKE POLICY FOR SECTION 8 HOUSING CHOICE VOUCHERS**

### **Purpose**

All federally assisted housing is intended to provide safe and decent place for eligible families to live, free of violent criminal activity and the illegal sale and use of drugs, alcohol and related activity. It is the intention of the HA to fully endorse and implement a policy that is designed to:

- Keep our program participants free from threats to their personal and family safe.

- Help maintain a safe and drug free community environment where families can live safely, free for the dangers associated with illegal activity.

### **Administration of the Policy**

- All screening and eviction [procedures shall be administered fairly and in such a way so as not to discriminate on the basis of race, color, nationality, religion, sex, familial status, disability or other legally protected groups, and not to violate one's right to privacy.
- To the maximum extent possible, and permissible by law, the HA will involve other community and governmental entities, as well as resident organizations, in the promotion and enforcement of this policy.
- This policy is incorporated as a part of the Administration Plan and is posted on the HA's bulletin board, with copies made readily available to residents and/or applicants at each annual recertification and/or eligibility determination meeting.

### **Screening of Applicants**

1. In an effort to deter illegal drug-related and other criminal activity, as well as other patterns of behavior that pose a threat to health, safety or the right to peaceful enjoyment of the premises by other residents, the HA will endeavor to screen applicants as thoroughly and fairly as possible in accordance with HUD prescribed regulations and guidance, and local laws governing the jurisdiction of the HA.
2. Such screening will apply to all members of the household who are of adult (16 years of age or older) and will include, but not limited to, obtaining criminal records.
3. Reasonable cause of drug related criminal activity that may pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents may be grounds for denial of assistance. Drug related criminal activity is defined as the illegal manufacture, sale, distribution, use of possession with intent to manufacture, sell, distribute, or use a controlled substance.
4. Reasonable cause to believe that a person's pattern of alcohol abuse may pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents may be grounds for denial of assistance.
5. In both 3 and 4 above, the HA may waive its policy of denying assistance if the person demonstrates to the HA's satisfaction that he/she is not longer engaging in illegal use of a controlled substance or abuse of alcohol and:
  - a. Has successfully completed a supervised drug or alcohol rehabilitation program;
  - b. Has otherwise been rehabilitated successfully;
  - c. Is participating in a supervised drug or alcohol rehabilitation program.
6. Persons evicted from Public Housing, Indian Housing, Section 23 or Section 8 program because of drug related criminal activity are ineligible for admission to the Section 8 program for a three (3) year period beginning on the date of such eviction. The HA may waive this requirement if:
  - a. The person demonstrates successful completion of a rehabilitation program approved by the HA; or

- b. The circumstances leading to the eviction no longer exist (e.g., the individual involved in drugs is no longer in the household because the person is incarcerated.)

### **Enforcement Through Termination Of Housing Assistance**

The HA shall enforce this “one-strike” policy with respect to drug related criminal or other prohibited activity which may pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents. Evidence of such activity may be grounds for termination from Section 8 assistance.

### **D. PROCEDURES FOR NON-CITIZENS**

#### **Termination due to Ineligible Immigrant Status**

Participant families in which all members are neither U.S. citizens nor eligible immigrants are not eligible for assistance and must have their assistance terminated. The HA must offer the family an opportunity for a hearing. (See Chapter 2, Section D.)

Assistance may not be terminated while verification of the participant family's eligible immigration status is pending.

Participant families in which all members are neither U.S. citizens nor eligible immigrants must have their assistance terminated. They must be given an opportunity for a hearing.

#### **Temporary Deferral of Termination of Assistance**

Ineligible families, who were participants as of June 19, 1995, may request a temporary deferral of termination of assistance in order to allow time to locate affordable housing and thereby preserve the family.

Temporary deferral of termination of assistance is also available to mixed families who were participants on June 19, 1995, who elect not to accept prorated assistance, and are not eligible for Continued Assistance. (See Chapter 14, “Contract Terminations.”) The HA must allow the mixed family time to find housing for ineligible members or for the entire family by deferring the termination.

Mixed families who choose temporary deferral of termination of assistance may change to prorated assistance at the end of any deferral period, if they have made a good-faith effort to locate housing.

#### **Criteria for Approving Temporary Deferral of Termination of Assistance**

The HA will grant temporary deferral so long as the family makes reasonable efforts to find affordable housing **(and the Consolidated Plan indicates that the market lacks sufficient affordable housing)**.

Affordable housing is defined as housing that is standard based on HQS, of appropriate size based on HQS, and for which the rent plus utilities is no more than 25% greater than the HA calculated Total Tenant Payment.

To determine whether a family is eligible for temporary deferral of termination of assistance, or for a renewal of temporary deferral of termination of assistance, the HA will follow HUD regulations.

#### **Length of Deferral**

The initial temporary deferral is granted for an interval not to exceed six months. Additional deferrals can be made up to a maximum of three years, if the initial deferral was granted prior to 11/29/96. For Deferrals granted after 11/29/96, additional deferrals may be made up to an aggregate total of 18 months. A notice is sent to the family at the beginning of each deferral period reminding them of their ineligibility for full assistance and their responsibility to seek other housing.

The family will be notified in writing sixty days before the end of the three year maximum deferral period that there cannot be another deferral, and will be offered the option of prorated assistance if they are a mixed family and have made a good-faith effort to locate affordable housing.

### **False or Incomplete Information**

When the HA has clear, concrete, or substantial documentation (such as a permanent resident card or information from another agency) that contradicts the declaration of citizenship made by an applicant or participant, an investigation will be conducted and the individual given an opportunity to present relevant information.

If the individual is unable to verify their citizenship, the HA may give him/her an opportunity to provide a new declaration as an eligible immigrant or to elect not to contend their status. The HA will then verify eligible status, deny, terminate, or prorate as applicable.

The HA will deny or terminate assistance based on the submission of false information or misrepresentations.

### **Procedure for Denial or Termination**

If the family (or any member) claimed eligible immigrant status and the INS primary and secondary verifications failed to document the status, the family may make an appeal to the INS and request a hearing with the HA either after the INS appeal or in lieu of the INS appeal.

After the HA has made a determination of ineligibility, the family will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable) or, for participants who qualify, for Temporary Deferral of Termination of Assistance.

## **E. \$0 ASSISTANCE TENANTS**

### **Old Contracts**

For contracts which were effective prior to 10/2/95, the HA is liable for unpaid rent and damages if the family vacates during the allowable 12 months after the last HAP payment. The HA must perform all of the functions normally required, such as reexaminations and inspections. The participant will be notified of the right to remain on the program at \$0 assistance for 12 months. If the family is still in the unit after 12 months, the assistance will be terminated.

### **New Contracts**

For contracts effective after 10/2/95, the HA has no liability for unpaid rent or damages, and the family may remain in the unit at \$0 assistance for up to 180 days after the last HAP payment. If the family is still in the unit after 180 days, the assistance will be terminated. If within the 180 day time frame an owner rent increase or a decrease in the Total Tenant Payment causes the family to be eligible for a housing assistance payment, the HA will resume assistance payments for the family.

In order for a family to move to another unit during the 180 days, the rent for the new unit would have to be

high enough to necessitate a housing assistance payment.

**F. OPTION NOT TO TERMINATE FOR MISREPRESENTATION**

If the family has misrepresented any facts that caused the HA to overpay assistance, the HA may choose not to terminate and may offer to continue assistance provided that the family executes a Repayment Agreement and makes payments in accordance with the agreement. or reimburses the HA in full.

**G. MISREPRESENTATION IN COLLUSION WITH OWNER**

If the family willingly and knowingly commits fraud or is involved in any other illegal scheme with the owner, the HA will deny or terminate assistance.

In making this determination, the HA will carefully consider the possibility of overt or implied intimidation of the family by the owner and the family's understanding of the events.

**H. MISSED APPOINTMENTS AND DEADLINES**

It is a Family Obligation to supply information, documentation, and certification as needed for the HA to fulfill its responsibilities. The HA schedules appointments and sets deadlines in order to obtain the required information. The Obligations also require that the family allow the HA to inspect the unit and appointments are made for this purpose.

An applicant or participant who fails to keep an appointment, or to supply information required by a deadline without notifying the HA may be sent a Notice of Denial or Termination of Assistance for failure to provide required information, or for failure to allow the HA to inspect the unit.

The family will be given information about the requirement to keep appointments and the number of times appointments will be rescheduled as specified in this Plan.

Appointments will be scheduled and time requirements will be imposed for the following events and circumstances:

- Eligibility for Admissions
- Verification Procedures
- Housing Choice Voucher Issuance and Briefings
- Housing Quality Standards and Inspections
- Recertifications
- Appeals

Acceptable reasons for missing appointments or failing to provide information by deadlines are:

Medical emergency  
Incarceration  
Family emergency

### **Procedure when Appointments are Missed or Information not Provided**

For most purposes in this Plan, the family will be given **2** opportunities before being issued a notice of termination or denial for breach of a family obligation.

After issuance of the termination notice, if the family offers to correct the breach within the time allowed to request a hearing:

- The termination will be rescinded after the family cures the breach.
- The notice will be rescinded if the family offers to cure and the family does not have a history of non-compliance.



## Chapter 16

### OWNER DISAPPROVAL AND RESTRICTION

#### **INTRODUCTION**

It is the policy of the HA to recruit owners to participate in the program, and to provide owners with prompt and professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of the HA. The regulations define when the HA must disallow an owner participation in the program, and they provide the HA discretion to disapprove or otherwise restrict the participation of owners in certain categories. This Chapter describes the criteria for owner disapproval, and the various penalties for owner violations.

#### **A. DISAPPROVAL OF OWNER**

The owner does not have a right to participate in the program. For purposes of this section, "owner" includes a principal or other interested party.

The HA will disapprove the owner for the following reasons:

HUD (or other agency directly related) has informed the HA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

HUD has informed the HA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.

HUD has informed the HA that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements.

The owner has engaged in drug related or other violent criminal activity, or owner has a history of not terminating tenancy for drug related or violent criminal activity, or other threatening activity.

The Owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.

#### **B. OWNER RESTRICTIONS AND PENALTIES**

If an owner commits fraud or abuse or is guilty of frequent or serious contract violations, the HA will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. The HA may also terminate some or all contracts with the owner.

Before imposing any penalty against an owner the HA will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violations.

#### **Disapproval Of Owners/Participation Restrictions**

The HA will terminate contracts with owners for the following reasons:

- HUD notifications of owner debarment/suspension

- HUD notification of violation of fair housing/federal equal opportunity
- Violation of contract obligations
- Owner fraud, bribery or other corrupt act in federal housing
- Owner engaged in drug related or other violent criminal activity, or has a history of not terminating tenancy for drug related or violent criminal related activity or other threatening activity.

**C. OTHER REMEDIES FOR OWNER VIOLATIONS**

**Overpayments**

If the landlord has been overpaid as a result of fraud, misrepresentation or violation of the Contract, the HA may terminate the Contract and arrange for restitution to the HA and/or family as appropriate.

The HA will make every effort to recover any overpayments made as a result of landlord fraud or abuse. Payments otherwise due to the owner may be debited in order to repay the HA or the tenant, as applicable.

## Chapter 17

### CLAIMS, MOVE-OUT AND CLOSE-OUT INSPECTIONS (For Contracts Effective Before October 2, 1995)

#### **INTRODUCTION**

This Chapter describes the HA's policies, procedures and standards for servicing Contracts which were effective before October 2, 1995. Certificate and Housing Choice Voucher contracts in this category have provisions for the HA's liability to owners when families move out. Housing Choice Vouchers and Certificates have a provision for damages, and Certificates, in addition, have a provision for vacancy loss.

#### **A. OWNER CLAIMS**

Under HAP Contracts effective prior to October 2, 1995, owners may make a special claim for damages, unpaid rent, and vacancy loss (vacancy loss cannot be claimed in the Housing Choice Voucher Program) after the tenant has vacated the unit.

Owner claims for payment for unpaid rent, damages, or vacancy loss will be reviewed for accuracy and completeness and compared with records in the file. The HA establishes standards by which to evaluate claims, but the burden of proof rests with the owner.

If vacancy loss is claimed, the HA will ascertain whether or not the family gave proper notice of its intent to move. The file will also be reviewed to verify owner compliance at the time the contract was terminated.

The HA will pay properly filed claims to the owner as a function of the contract, but the tenant is ultimately responsible to reimburse the HA for claims paid to the owner.

#### **B. UNPAID RENT**

Unpaid rent only applies to the tenant's portion of rent while the tenant is in residence under the assisted lease. It does not include the tenant's obligation for rent beyond the termination date of the HAP Contract.

Separate agreements are not considered a tenant obligation under the lease and the HA will not reimburse the owner for any claims under these agreements.

#### **C. VACANCY LOSS IN THE CERTIFICATE PROGRAM**

Vacancy Loss is applicable to the Certificate Program only. Vacancy loss is paid if the move was in violation of the notice requirements in the lease, or the result of an eviction.

In order to claim vacancy loss, the unit must be available for lease and the landlord must:

- Notify the HA within 24 hours upon learning of the vacancy, or prospective vacancy,  
AND
- Pursue all possible activities to fill the vacancy, including, but not limited to:
  1. Contacting applicants on the owner's waiting list, if any
  2. Seeking eligible applicants by listing the unit with the HA

3. Advertising the availability of the unit, and
4. Not rejecting potentially eligible applicants except for good cause

In the event that a unit becomes vacant because of death, the HA will permit the owner to keep the HAP for the month in which the tenant died.

The HA will not assess the family for any monies paid to the owner for vacancy loss if the HA was responsible for the late move-out.

To ensure valid claim processing, the HA will conduct a thorough move-in inspection noting Aconditions@ as well as HQS deficiencies, and send a report of all items to the owner and tenant.

Only damages claimed by the owner are reimbursable.

All claims for damages must be supported by the actual bills for materials and labor. Estimates are not acceptable.

Reimbursement for replacement of items such as carpets, drapes, or appliances, are based on depreciation schedules in general use.

The HA may require verification of purchase date, quality, and price of replaced items in order to calculate depreciation.

Damages which were caused during tenancy, were repaired and billed, but remain unpaid at move-out, can be considered Aother items due under the lease@ and included in the claim only if the owner notified the HA in writing (by copy of the repair bill) in the month in which repair costs were issued to the family.

Eligible items to be included on the damage claim must have been a tenant responsibility under the lease or State law.

Claims for unpaid utility bills cannot be approved as part of a claim.

Claims for normal wear and tear, previously existing conditions, routine turnover preparation, cleaning and cyclical interior painting are not paid.

#### **D. MOVE-OUT AND CLOSE-OUT INSPECTIONS**

Move-out inspections are performed after the tenant has vacated the unit. These inspections are performed to assess the condition of the unit, not to evaluate the HQS. Vacate inspections will be conducted by Section 8 staff upon request by owner.

There will be no move-out inspections of units with contracts effective on or after October 2, 1995.

The owner and tenant will be notified of the date and time of the inspection.

A damage claim will not be approved *unless* the move-out inspection is requested and completed prior to any work being done.

#### **D. PROCESSING CLAIMS**

Any amount owed by the tenant to the owner for unpaid rent or damages will first be deducted from the maximum-security deposit which the owner could have collected under the program rules. If the maximum allowable security deposit is insufficient to reimburse the owner for the unpaid tenant rent or other amounts which the family owes under the lease, the owner may request reimbursement from the HA up to the limits for each program.

If the owner claims vacancy loss, the security deposit that he collected or could have collected will not be deducted from the vacancy loss claim.

The HA reviews claims for unpaid rent, damages, or vacancy loss and makes a preliminary determination of amount payable. The family is informed that a claim is pending (notice sent to last known address). The notification will state the preliminarily determined amount, the type of claim, and describe the procedure for contesting the claim.

The HA will offer the family 14 days to contest the claim. If the family disputes the claim, the HA will schedule an informal meeting with the owner and tenant in order to resolve the differences.

- If the owner fails to attend the meeting, the HA will consider this prima facie evidence of validity of the tenant's position.
- If the tenant fails to attend the meeting, the HA will proceed with its original determination.
- Meetings will not be rescheduled if neither party attends.
- Meetings will not be rescheduled if either party fails to attend.

After a determination has been made, the HA will notify the family in writing of the decision. If it has been determined that the family owes money, the HA will pursue collection to repay either in a lump sum or through a payment agreement. The notice will warn the family that their assistance may be terminated and they may be denied future participation in the program if they do not reimburse the HA as required.

Eligible items to be included on the damage claim must have been a tenant responsibility under the lease or State law.

Claims for unpaid utility bills cannot be approved as part of a claim.

Claims for normal wear and tear, previously existing conditions, routine turnover preparation, cleaning and cyclical interior painting are not paid.

#### **Other Requirements for Claims Processing**

All notices to tenants during the processing of a claim must include proof of mailing or of personal delivery.

Costs of filing eviction to remove the tenant or any other legal fees may not be reimbursed.

No vacancy loss claims will be paid for a unit that is vacant as the result of the landlord voluntarily moving a family to another unit owned by the same landlord.

All unpaid rent, damage, and vacancy loss claim forms must be fully complete when they are submitted, and they must be submitted within 60 days of the date the owner learned of the move-out.

## Chapter 18

### OWNER OR FAMILY DEBTS TO THE HA

#### **INTRODUCTION**

This Chapter describes the HA's policies for the recovery of monies which have been overpaid for families, and to owners. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the HA's policy to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts. Before a debt is assessed against a family or owner, the file must contain documentation to support the HA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the owner, the family or other interested parties.

When families or owners owe money to the HA, the HA will make every effort to collect it. The HA will use a variety of collection tools to recover debts including, but not limited to:

- Requests for lump sum payments
- Civil suits
- Abatements
- Reductions
- Collection agencies
- Credit bureaus

#### **A. DEBTS OWED FOR CLAIMS**

If a family owes money to the HA for claims paid to an owner:

- The HA will require the family to repay the amount in full.
- The HA will not enter into a Repayment Agreement.

#### **B. DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION**

HUD's definition of program fraud and abuse is a single act or pattern of actions that:

Constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in payment of Section 8 program funds in violation of Section 8 program requirements.

#### **Family Error/Late Reporting**

Families who owe money to the HA due to the family's failure to report income properly will be required to repay within 120 days. If the family pays the amount in full within this time period, the HA may continue assistance to the family. Failure to repay the total amount within the 120-day period will result in termination of assistance.

#### **Program Fraud**

Families who owe money due to program fraud will have their assistance terminated.

### **C. OWNER DEBTS TO THE HA**

If the HA determines that the owner has retained Housing Assistance or Claim Payments the owner is not entitled to, the HA may reclaim the amounts from future Housing Assistance or Claim Payments owed the owner for any units under contract.

If future Housing Assistance or Claim Payments are insufficient to reclaim the amounts owed, the HA will:

- Require the owner to pay the amount in full within 30 days
- Pursue collections through the local court system
- Restrict the owner from future participation

## Chapter 19

### COMPLAINTS AND APPEALS

#### **INTRODUCTION**

The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of the HA. This Chapter describes the policies, procedures and standards to be used when families disagree with and HA decision. The procedures and requirements are explained for preference denial meetings, informal reviews and hearings. It is the policy of the HA to ensure that all families have the benefit of all protections due to them under the law.

#### **A. COMPLAINTS TO THE HA**

The HA will respond promptly to complaints from families, owners, employees, and members of the public. All complaints will be documented. The HA may require that complaints other than HQS violations be put in writing. HQS complaints may be reported by telephone.

##### **Categories of Complaints**

1. Complaints from families:  
If a family disagrees with an action or inaction of the HA or owner, complaints from families will be referred to the Section 8 Director.
2. Complaints from Owners:  
If an owner disagrees with an action or inaction of the HA or a family, complaints from Owners will be referred to the Section 8 Director.
3. Complaints from staff:  
If a staff person reports an owner or family either violating or not complying with program rules, complaints from staff/families will be referred to Section 8 Director.
4. Complaints from the general public:  
Complaints or referrals from persons in the community in regard to the HA, a family or an owner, complaints from general public will be referred to Section 8 Director.

#### **B. PREFERENCE DENIALS**

When the HA denies a preference to an applicant, the family will be notified in writing of the specific reason for the denial and offered the opportunity for a meeting with HA staff to discuss the reasons for the denial and to dispute the HA's decision.

The person who conducts the meeting must be any officer or employee of the HA including the person who made the decision.



### **C. INFORMAL REVIEW PROCEDURES FOR APPLICANTS**

Reviews are provided for applicants who are denied assistance before the effective date of the HAP Contract. The exception is that when an applicant is denied assistance for citizen or eligible immigrant status, the applicant is entitled to an informal hearing.

When the HA determines that an applicant is ineligible for the program, the family must be notified of their ineligibility in writing. The notice must contain:

- The reason(s) they are ineligible,
- The procedure for requesting a review if the applicant does not agree with the decision,
- AND
- The time limit for requesting a review.

The HA must provide applicants with the opportunity for an Informal Review of decisions denying:

Qualification for preference  
Listing on the HA's waiting list  
Issuance of a Certificate or Housing Choice Voucher  
Participation in the program

Informal Reviews are not required for established policies and procedures and HA determinations such as:

- Discretionary administrative determinations by the HA
- General policy issues or class grievances
- A determination of the family unit size under the HA subsidy standards
- Refusal to extend or suspend a Certificate or Housing Choice Voucher
- Disapproval of lease
- Determination that unit is not in compliance with HQS
- Determination that unit is not in accordance with HQS due to family size or composition

### **Procedure for Review**

A request for an Informal Review must be received in writing by the close of the business day, no later than 10 days from the date of the HA's notification of denial of assistance. The informal review will be scheduled within 10 days from the date the request is received.

The Informal Review may not be conducted by the person who made or approved the decision under review, nor a subordinate of such person.

The Review may be conducted by a staff person who is at the Management level or above.

The applicant will be given the option of presenting oral or written objections to the decision. Both the HA and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense.

A Notice of the Review findings will be provided in writing to the applicant within 10 days after the review. It shall include the decision of the review officer, and an explanation of the reasons for the decision.

All requests for a review, supporting documentation, and a copy of the final decision will be retained in the family's file.

### **D. INFORMAL HEARING PROCEDURES**

The HA will provide a copy of the hearing procedures in the family briefing packet.

When the HA makes a decision regarding the eligibility and/or the amount of assistance, applicants and participants must be notified in writing. The HA will give the family prompt notice of such determinations which will include:

- The proposed action or decision of the HA;
- The date the proposed action or decision will take place;
- The family's right to an explanation of the basis for the HA's decision.
- The procedures for requesting a hearing if the family disputed the action or decision.
- The time limit for requesting the hearing.

The HA must provide participants with the opportunity for an Informal Hearing for decisions related to any of the following HA determinations:

1. Determination of the family's annual or adjusted income and the computation of the housing assistance payment
2. Appropriate utility allowance used from schedule
3. Family unit-size determination under HA subsidy standards
4. Determination that Certificate program family is underoccupied in their current unit and a request for exception is denied
5. Determination to terminate assistance for any reason.
6. Determination to terminate a family's FSS Contract, withhold supportive services, or propose forfeiture of the family's escrow account.
7. Determination to pay an owner claim for damages, unpaid rent or vacancy loss.

The HA must always provide the opportunity for an informal hearing before termination of assistance. Informal Hearings are not required for established policies and procedures and HA determinations such as:

- Discretionary administrative determinations by the HA
- General policy issues or class grievances
- Establishment of the HA schedule of utility allowances for families in the program
- An HA determination not to approve an extension or suspension of a certificate or Housing Choice Voucher term
- An HA determination not to approve a unit or lease
- An HA determination that an assisted unit is not in compliance with HQS (HA must provide hearing for family breach of HQS because that is a family obligation determination)
- An HA determination that the unit is not in accordance with HQS because of the family size
- An HA determination to exercise or not exercise any right or remedy against the owner under a HAP contract

### **Notification of Hearing**

It is the HA's objective to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. However, if this is not possible, the HA will ensure that applicants and participants will receive all of the protections and rights afforded by the law and the regulations.

When the HA receives a request for an informal hearing, a hearing shall be scheduled within 10 days. The notification of hearing will contain:

- The date and time of the hearing
- The location where the hearing will be held
- The family's right to bring evidence, witnesses, legal or other representation at the family's expense
- The right to view any documents or evidence in the possession of the HA upon which the HA based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the hearing

### **The HA's Hearing Procedures**

After a hearing date is agreed to, the family may request to reschedule only upon showing "good cause" which is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

If a family does not appear at a scheduled hearing and has not rescheduled the hearing in advance, the family must contact the HA within 24 hours, excluding weekends and holidays. The HA will reschedule the hearing only if the family can show good cause for the failure to appear.

Families have the right to:

- Present written or oral objections to the HA's determination,
- Examine the documents in the file which are the basis for the HA's action, and all documents submitted to the Hearing Officer;
- Copy any relevant documents at their expense;
- Present any information or witnesses pertinent to the issue of the hearing;
- Request that HA staff be available or present at the hearing to answer questions pertinent to the case; and
- Be represented by legal counsel, advocate, or other designated representative at their own expense.

If the family requests copies of documents relevant to the hearing, the HA will make the copies for the family. In no case will the family be allowed to remove the file from the HA's office.

In addition to other rights contained in this Chapter, the HA has a right to:

- Present evidence and any information pertinent to the issue of the hearing;
- Be notified in advance if the family intends to be represented by legal counsel, advocate, or another party;
- Examine and copy any documents to be used by the family prior to the hearing;
- Have its attorney present; and
- Have staff persons and other witnesses familiar with the case present.

The Informal Hearing shall be conducted by the Hearing Officer appointed by the HA who is neither the person who made or approved the decision, nor a subordinate of that person. The HA appoints hearing officers who are HA management.

The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. A document includes records and regulations.

The Hearing Officer may ask the family for additional information and/or might adjourn the Hearing in order to reconvene at a later date, before reaching a decision.

If the family misses an appointment or deadline ordered by the Hearing Officer, the action of the HA shall take effect and another hearing will not be granted.

The Hearing Officer will determine whether the action, inaction or decision of the HA is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

A notice of the Hearing Findings shall be provided in writing to the HA and the family within 10 days and shall include:

- A clear summary of the decision and reasons for the decision;
- If the decision involves money owed, the amount owed;
- AND
- The date the decision goes into effect.

The HA is not bound by hearing decisions:

Which concern matters in which the HA is not required to provide an opportunity for a hearing

- That conflict with or contradict to HUD regulations or requirements;
- That conflict with or contradict Federal, State or local laws; or
- Exceed the authority of the person conducting the hearing.

The HA shall send a letter to the participant if it determines the HA is not bound by the Hearing Officer's determination within 10 days. The letter shall include the HA's reasons for the decision.

All requests for a hearing, supporting documentation, and a copy of the final decision will be retained in the family's file.

**E. HEARING AND APPEAL PROVISIONS FOR ARESTRICTIONS ON ASSISTANCE TO NON-CITIZENS**

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.

Assistance to a family may not be terminated or denied while the HA hearing is pending but assistance to an applicant may be delayed pending the HA hearing.

**INS Determination of Ineligibility**

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the HA notifies the applicant or participant within ten days of their right to appeal to the INS within thirty days or to request an informal hearing with the HA either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give the HA a copy of the appeal and proof of mailing or the HA may proceed to deny or terminate. The time period to request an appeal may be extended by the HA for good cause.

The request for an HA hearing must be made within fourteen days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within fourteen days of receipt of that notice. After receipt of a request for an informal hearing, the hearing is conducted as described in section D of this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members the HA will:

- Deny the applicant family
- Defer termination if the family is a participant and qualifies for deferral
- Terminate the participant if the family does not qualify for deferral

If there are eligible members in the family, the HA will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.

Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.

Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigrations status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of Tenant Rent and Total Tenant Payment.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

**F. MITIGATING CIRCUMSTANCES FOR APPLICANTS/PARTICIPANTS WITH DISABILITIES**

When applicants are denied placement on the waiting list, or the HA is terminating assistance, the family will be informed that presence of a disability may be considered as a mitigating circumstance during the informal review process.

## Chapter 20

### PROGRAM INTEGRITY ADDENDUM

#### **INTRODUCTION**

The U.S. Department of HUD conservatively estimates that 200 million dollars is paid annually to program participants who falsify or omit material facts in order to gain more rental assistance than they are entitled to under the law. HUD further estimates that 12% of all HUD-assisted families are either totally ineligible, or are receiving benefits which exceed their legal entitlement.

The HA is committed to assuring that the proper level of benefits is paid to all participating families, and that housing resources reach only income-eligible families so that program integrity can be maintained. The HA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This chapter outlines the HA's policies for the prevention, detection, and investigation of program abuse and fraud.

#### **A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD**

Under no circumstances will the HA undertake an inquiry or an audit of a participating family arbitrarily. The HA's expectation is that participating families will comply with HUD requirements, provisions of the certificate or Housing Choice Voucher, and other program rules.

- The HA staff will make every effort (formally, and informally) to orient and educate all families in order to avoid unintentional violations. However, the HA has responsibility to HUD, the Community, and to eligible families in need of housing assistance, to monitor participants and owners for compliance and, when indicators of possible abuse come to the HA's attention, to investigate such claims.

The HA will initiate an investigation of a participating family only in the event of one or more of the following circumstances:

1. Referrals, Complaints, or Tips. The HA will follow up on referrals from other agencies, companies or persons, which are received by mail, by telephone, or in person, which allege that a family is in non-compliance with, or otherwise violating the family obligations or any other program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the family's file.
2. Internal File Review. A follow-up will be made if HA staff discovers (as a function of a certification and recertification, an interim redetermination, or a quality control review), that there is a discrepancy with statements made by the family.
3. Verification of Documentation. A follow-up will be made if the HA receives independent verification or documentation which conflicts with representations in the family's file (such as public record information, credit bureau reports, or reports from other agencies).

#### **B. STEPS THE HA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD**

The HA management and staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and participating families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by families.

1. Things You Should Know. This program integrity bulletin (created by HUD's Inspector General) will be furnished and explained to all applicants to promote understanding of program rules, and to clarify the HA's expectation for cooperation and compliance.
2. Program Orientation Session. Mandatory orientation sessions will be conducted by the HA staff for all prospective program participants, either prior to or upon issuance of a certificate or Housing Choice Voucher. At the conclusion of all Program Orientation Sessions, the family representative will be required to sign an "Orientation Session Certification", to confirm that all rules and pertinent regulations were explained to them.
3. Resident Counseling. The HA will routinely provide participant counseling as part of every recertification interview, in order to clarify any confusion pertaining to program rules and requirements.
4. Review and Explanation of Forms. Staff will explain all required forms and review the contents of all (re)certification documents before signature.
5. Use of Instructive Signs and Warnings. Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules, and to warn about penalties for fraud and abuse.
6. All family representatives will be required to sign a Tenant Verification Data Sheet (re)certification.

### **C. STEPS THE HA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD**

The HA staff will maintain a high level of awareness to indications of possible abuse and fraud by assisted families.

1. Quality Control File Reviews. Prior to initial certification, and at the completion of all subsequent recertifications, a random review of files will be conducted. Such reviews shall include, but not be limited to:
  - Assurance that verification of all income and deductions is present.
  - Changes in reported Social Security Numbers or dates of birth.
  - Authenticity of file documents.
  - Review of signatures for consistency with previously provided documents.
2. Observation. The HA Management and Occupancy Staff (to include inspection personnel) will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income. Observations will be documented in the family's file.
3. Public Record Bulletins may be reviewed by Management and Staff.
4. State Wage Data Record Keepers. Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or employment compensation benefits.



5. Credit Bureau Inquiries. Credit Bureau inquiries may be made (with proper authorization by the participant) in the following circumstances:
  - When an allegation is received by the HA wherein unreported income sources are disclosed.
  - When a participant's expenditures exceed his/her income, and no plausible explanation is given.

#### **D. THE HA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD**

The HA staff will encourage all participating families to report suspected abuse to their Housing Specialist. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the participant's file.

All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The Housing Specialist will not follow-up on allegations which are vague or otherwise non-specific. They will only review allegations that contain one or more independently verifiable facts.

1. File Review. An internal file review will be conducted to determine:
  - If the subject of the allegation is a client of the HA and, if so, to determine whether or not the information reported has been previously disclosed by the family.
  - If the HA is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroboration of complaints will be evaluated.
2. Conclusion of Preliminary Review. If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the Housing Specialist will initiate an investigation to determine if the allegation is true or false.

#### **E. HOW THE HA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD**

If the HA determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file, or a person designated by the Executive Director to monitor the program compliance, will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, the HA will secure the written authorization from the program participant for the release of information.

1. Credit Bureau Inquiries. In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity that conflicts with the reported income of the family.
2. Verification of Credit. In cases where the financial activity conflicts with file data, a verification of credit form may be mailed to the creditor in order to determine the unreported income source.
3. Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.

4. Other Agencies. Investigators, caseworkers, or representatives of other benefit agencies may be contacted.
5. Interviews with Head of Household or Family Members. The HA will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate HA office. A high standard of courtesy and professionalism will be maintained by the HA staff person who conducts such interviews. Under no circumstances will inflammatory language, accusation, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.

#### **F. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS**

Documents and other evidence obtained by the HA during the course of an investigation will be considered "work product," and will either be kept in the participant's file, or in a separate "work file." Such cases under review will not be discussed among HA staff unless they are involved in the process, or have information which may assist in the investigation.

#### **G. CONCLUSION OF THE HA'S INVESTIGATIVE REVIEW**

At the conclusion of the investigation review, the reviewer will report the findings to the Executive Director or designee. It will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive.

#### **H. EVALUATION OF THE FINDINGS**

If it is determined that a program violation has occurred, the HA will review the facts to determine:

- The type of violation, (procedural, non-compliance, fraud).
- Whether the violation was intentional or unintentional.
- What amount of money, if any, is owed by the family.
- If the family is eligible for continued occupancy.

#### **I. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED.**

Once a program violation has been documented, the HA will propose the most appropriate remedy based upon the type and severity of the violation.

1. Procedural Non-Compliance. This category applies when the family "fails to" observe a procedure or requirement of the HA, but does not misrepresent a material fact, and there is no retroactive assistance payments owed by the family. An example of a Non-Compliance Violation is failure to appear at a pre-scheduled appointment.

Warning Notice to the Family. In such cases a notice will be sent to the family that contains the following:

- A description of the non-compliance and the procedure, policy, obligation which was violated.
- The date by which the violation must be corrected, or the procedure complied with.
- The action which will be taken by the HA if the procedure or obligation is not complied with by the date specified by the HA.

- The consequences of repeated similar violations.
2. **Procedural Non-Compliance-Overpaid Assistance.** When the family owes money to the HA for failure to report changes in income or assets, the HA will issue a Notification of Overpayment of Assistance. This Notice will contain the following:
    - A description of the violation and the date(s).
    - Any amounts owed to the HA.
    - A ten-day response period.
    - The right to disagree and to request an informal hearing with instructions for the request of such hearing.
  3. **Participant Fails to Comply with HA's Notice.** If the Participant fails to comply with the HA's notice, and a family obligation has been violated, the HA will initiate termination of assistance.
  4. **Participant Complies with HA's Notice.** When a family complies with the HA's notice, the staff person responsible will meet with him/her to discuss and explain the Family Obligation or program rule which was violated. The staff person will document the meeting, and retain a copy in the family's file.
  5. **Intentional Misrepresentations.** When a participant falsifies, misstates, omits, or otherwise misrepresents a material fact which results (or would have resulted) in an overpayment of housing assistance by the HA, the HA will evaluate whether or not:
    - a. The participant had knowledge that his/her obligations were wrong, and knowledge that the action or inaction was wrong. This will be evaluated by determining if the participant was made aware of program requirements and prohibitions. The participants' signature on various certification, briefing certificate, Personal Declaration, and Things You Should Know are adequate to establish knowledge of wrong-doing.
    - b. The participant willfully violated the family's obligations or the law. Any of the following circumstances will be considered adequate to demonstrate willful intent:
      - Admission by the participant of the misrepresentation.
      - That the act was done repeatedly.
      - If a false name or Social Security Number was used.
      - If there were admissions to others of the illegal action or omission.
      - That the participant omitted material facts that were known to him/her (e.g., employment of self or other household member).
      - That the participant falsified, forged, or altered documents.
      - That the participant uttered and certified to statements at an interim (re)determination which were later independently verified to be false.
  4. **Dispositions of Cases Involving Misrepresentations.** In all cases of misrepresentations involving efforts to recover monies owed, the HA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:
    - a. **Criminal Prosecution:** If the HA has established criminal intent, and the case meets the criteria for prosecution, the HA will:
      - Refer the case to the local, State, or Federal Authorities, and terminate assistance.
    - b. **Administrative Remedies:** The HA may:

- Terminate assistance, and demand payment of restitution in full.
  - Permit continued assistance at the correct level, and execute an administrative repayment agreement in accordance with the HA's repayment policy.
5. The Case Conference for Serious Violations and Misrepresentations. When the HA has established that material misrepresentation(s) have occurred, a Case Conference will be scheduled with the family representative and the HA staff person who is most knowledgeable about the circumstances of the case.

This conference will take place prior to any proposed action by the HA. The purpose of such conference is to review the information and evidence obtained by the HA with the participant, and provide the participant an opportunity to explain any documents or mitigating circumstances that the family may present. The family will be given 10 days to furnish any mitigating evidence.

A secondary purpose of the Participant Conference is to assist the HA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, the HA will consider:

- a. The duration of the violation and number of false statements.
  - b. The family's ability to understand the rules.
  - c. The family's willingness to cooperate and to accept responsibility for its actions.
  - d. The amount of money involved.
  - e. The family's past history.
  - f. Whether or not criminal intent has been established.
  - g. The number of false statements.
6. Notification to Participant of proposed action. The HA will notify the family of the proposed action no later than 10 days after the case conference by mail.

## **GLOSSARY**

### **A. ACRONYMS USED IN SUBSIDIZED HOUSING**

<b>AAF</b>	Annual Adjustment Factor. A factor published by HUD in the Federal Register that is used to compute annual rent adjustments.
<b>ACC</b>	Annual Contributions Contract
<b>BR</b>	Bedroom
<b>CDBG</b>	Community Development Block Grant
<b>CFP</b>	Certificate of Family Participation
<b>CFR</b>	Code of Federal Regulations. Commonly referred to as “the regulations”. The CFR is the compilation of Federal rules that are first published in the Federal Register and they define and implement a statute.
<b>CPI</b>	Consumer Price Index. CPI is published monthly by the Department of Labor as an inflation indicator.
<b>CR</b>	Contract Rent
<b>FDIC</b>	Federal Deposit Insurance Corporation
<b>FHA</b>	Federal Housing Administration
<b>FICA</b>	Federal Insurance Contributions Act - Social Security taxes
<b>FmHA</b>	Farmers Home Administration
<b>FMR</b>	Fair Market Rent
<b>FY</b>	Fiscal Year
<b>FYE</b>	Fiscal Year End
<b>GAO</b>	Government Accounting Office
<b>GFC</b>	Gross Family Contribution. Note: Has been replaced by the term Total Tenant Payment (TTP).
<b>GR</b>	Gross Rent
<b>HA</b>	Housing Agency
<b>HAP</b>	Housing Assistance Payment
<b>HAP Plan</b>	Housing Assistance Plan

<b>HCDA</b>	Housing and Community Development Act
<b>HQS</b>	Housing Quality Standards
<b>HUD</b>	U. S. Department of Housing and Urban Development or its designee
<b>HURRA</b>	Housing and Urban/Rural Recovery Act of 1983
<b>HV</b>	Housing Choice Voucher
<b>IG</b>	Inspector General
<b>IGR</b>	Independent Group Residence
<b>IPA</b>	Independent Public Accountant
<b>IRA</b>	Individual Retirement Account
<b>MR</b>	Minimum Rent
<b>MSA</b>	Metropolitan Statistical Area established by the U.S. Census Bureau
<b>PHA</b>	Public Housing Agency
<b>PMSA</b>	A Primary Metropolitan Statistical Area established by the U.S. Census Bureau
<b>PS</b>	Payment Standard
<b>QC</b>	Quality Control
<b>RLA</b>	Request for Lease Approval (see also RFLA)
<b>RFLA</b>	Request for Lease Approval
<b>RFP</b>	Request for Proposals
<b>RRP</b>	Rental Rehabilitation Program
<b>SRO</b>	Single Room Occupancy
<b>SSMA.</b>	Standard Statistical Metropolitan Area. Has been replaced by MSA, Metropolitan Statistical Area.
<b>TR</b>	Tenant Rent
<b>TTP</b>	Total Tenant Payment
<b>UA</b>	Utility Allowance
<b>URP</b>	Utility Reimbursement Payment

## **B. GLOSSARY OF TERMS IN SUBSIDIZED HOUSING**

**ABSORPTION.** In portability, the point at which a receiving HA stops billing the initial HA for assistance on behalf of a portability family. The receiving HA uses funds available under the receiving HA consolidated ACC.

**ACC RESERVE ACCOUNT (FORMERLY A PROJECT RESERVE).** Account established by HUD from amounts by which the maximum payment to the HA under the consolidated ACC (during a HA fiscal year) exceeds the amount actually approved and paid. This account is used as the source of additional payments for the program.

**ADJUSTED INCOME.** Annual income, less allowable HUD deductions.

**ADMINISTRATIVE FEE.** Fee paid by HUD to the HA for administration of the program.

**ADMINISTRATIVE FEE RESERVE (Formerly Operating Reserves).** Account established by HA from excess administrative fee income. The administrative fee reserve must be used for housing purposes.

**ADMISSION.** The effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program. This is the point when the family becomes a participant in the program.

**ANNUAL CONTRIBUTIONS CONTRACT (ACC).** A written contract between HUD and the HA. Under the contract HUD agrees to provide funding for operation of the program, and the HA agrees to comply with HUD requirements for the program.

**ANNUAL INCOME.** The anticipated total Annual Income of an eligible family from all sources for the 12-month period following the date of determination of income computed in accordance with the regulations.

**ANNUAL INCOME AFTER ALLOWANCES.** The Annual Income (described above) less the HUD-approved allowances.

**APPLICANT.** (or applicant family). A family that has applied for admission to a program, but is not yet a participant in the program.

**AAS-PAID STATES.** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

**ASSETS.** (See Net Family Assets.)

**ASSISTED TENANT.** A tenant who pays less than the market rent as defined in the regulations. Includes tenants receiving rent supplement, Rental Assistance Payments, or Section 8 assistance and all other 236 and 221 (d)(3) BMIR tenants, except those paying the 236 market rent or 120% of the BMIR rent, respectively.

**BUDGET AUTHORITY.** An amount authorized and appropriated by the Congress for payment to HAs under the program. For each funding increment in a HA program, budget authority is the maximum amount that may be paid by HUD to the HA over the ACC term of the funding increment.

**CERTIFICATE OF FAMILY PARTICIPATION.** A Certificate issued by the PHA under the Section 8 Rental Assistance Program, declaring a family to be eligible for participation in this program and stating the terms and conditions for such participation.

**CERTIFICATE OR HOUSING CHOICE VOUCHER HOLDER.** A family holding a Housing Choice Voucher or certificate with unexpired search time.

**CERTIFICATE PROGRAM.** Rental certificate program.

**CHILDCARE EXPENSES.** Amounts paid by the family for the care of minors under 13 years of age where such care is necessary to enable a family member to be employed or for a household member to further his/her education.

**CONSOLIDATED ANNUAL CONTRIBUTIONS CONTRACT.** (Consolidated ACC). See 24 CFR 982.151.

**CONTIGUOUS MSA.** In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial HA is located.

**CONTINUOUSLY ASSISTED.** An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the certificate or Housing Choice Voucher program.

**CONTRACT.** (See Housing Assistance Payments Contract.)

**CONTRACT AUTHORITY.** The maximum annual payment by HUD to a HA for a funding increment.

**CONTRACT RENT.** In the Section 8 Certificate Program, Contract Rent is the total rent paid to the owner, including the tenant payment and the HAP payment from the PHA.

**DEPENDENT.** A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time student 18 years of age or over.

**DISABLED PERSON.** A person who is any of the following:

- (1) A person who has a disability as defined in section 223 of the Social Security Act. (42 U.S.C.423).
- (2) A person who has a physical, mental, or emotional impairment that:
  - (i) Is expected to be of long-continued and indefinite duration;
  - (ii) Substantially impedes his or her ability to live independently; and
  - (iii) Is of such a nature that ability to live independently could be improved by more suitable housing conditions.
- (3) A person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

**DISPLACED PERSON.** A person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under federal disaster relief laws.

**DOMICILE.** The legal residence of the household head or spouse as determined in accordance with State and local law.

**DRUG-RELATED CRIMINAL ACTIVITY.** Term means:

- (1) Drug-trafficking; or
- (2) Illegal use, or possession for personal use of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

**DRUG TRAFFICKING.** The illegal manufacture, sale, distribution, use, or possession with intent to



manufacture, sell, distribute or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

**ELDERLY HOUSEHOLD.** A family whose head or spouse or whose sole member is at least 62 years of age or a Disabled Person as defined in this section or a Handicapped Person as defined in this section or may include two or more elderly, disabled or handicapped persons living together or one or more such persons living with another person who is determined to be essential to his/her care and wellbeing.

**ELDERLY PERSON.** A person who is at least 62 years old.

**ELIGIBILITY INCOME.** May 10, 1984, regulations deleted Eligibility Income, per se, because Annual Income is now for eligibility determination to compare to income limits.

**ELIGIBLE FAMILY (Family).** A family is defined by the HA in the administrative Plan, which is approved by HUD.

**EXCEPTIONAL MEDICAL OR OTHER EXPENSES.** Prior to the regulation change in 1982, this meant medical and/or unusual expenses as defined in Part 889 that exceeded 25% of the Annual Income. It is no longer used.

**EXCEPTION RENT.** In the certificate program, an initial rent (contract rent plus any utility allowance) in excess of the published FMR. In the certificate program the exception rent is approved by HUD, or the HA under prescribed conditions, and is used in determining the initial contract rent. In the Housing Choice Voucher program the HA may adopt a payment standard up to the exception rent limit approved by HUD for the HA certificate program.

**EXTREME LOW INCOME FAMILY.** Family whose income is 30 percent of the area median income.

**EXCESS MEDICAL EXPENSES.** Any medical expenses incurred by elderly families only in excess of 3% of Annual Income which are not reimbursable from any other source.

**FAIR MARKET RENT (FMR).** The rent including the cost of utilities (except telephone) that would be required to be paid in the housing market area to obtain privately owned existing decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. Fair market rents for existing housing are established by HUD for housing units of varying sizes (number of bedrooms) and are published in the **Federal Register** in accordance with 24 CFR part 882.

**FAMILY.** The applicant must qualify as a family as defined by the HA.

**FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM).** The program established by a HA to promote self-sufficiency of assisted families, including the provision of supportive services.

**FMR/EXCEPTION RENT LIMIT.** The section 8 existing housing fair market rent published by HUD headquarters or any exception rent. In the certificate program the initial contract rent for a dwelling unit plus any utility allowance may not exceed the FMR/exception rent limit (for the dwelling unit or for the family unit size). In the Housing Choice Voucher program the HA may adopt a payment standard up to the FMR/exception rent limit.

**FOSTER CHILDCARE PAYMENT.** Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

**FULL-TIME STUDENT.** A person who is carrying a subject load that is considered full time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

**FUNDING INCREMENT.** Each commitment of budget authority by HUD to a HA under the consolidated annual contributions contract for the HA program.

**GROSS FAMILY CONTRIBUTION.** Changed to Total Tenant Payment.

**GROSS RENT.** The sum of the Contract Rent and the utility allowance. If there is no utility allowance, Contract Rent equals Gross Rent.

**HANDICAP ASSISTANCE.** Anticipated costs for care attendants and auxiliary apparatus for handicapped or disabled family members that enable a family member (including the handicapped family member) to work.

**HANDICAPPED PERSON.** [Referred to as a Person with a Disability]. A person having a physical or mental impairment which:

- (1) Is expected to be of long-continued and indefinite duration;
- (2) Substantially impedes his or her ability to live independently; and
- (3) Is of such a nature that such ability could be improved by more suitable housing conditions.

**HAP CONTRACT.** (See Housing Assistance Payments contract.)

**HARDSHIP (MINIMUM RENT) EXEMPTION.** Financial hardship status (suspension) will be granted on the first of the following month of the reported change. Upon request to families for a period of 90 days, pending verification in the following cases:

- (1) The family has lost eligibility for, or is awaiting an eligibility determination for a Federal, State, or Local assistance program, due to no fault of the family;
- (2) The family would be evicted as a result of the imposition of the minimum rent.
- (3) The income of the family has decreased due to changed circumstances, including loss of employment; or
- (4) The death of a family member, which has attributed to a financial hardship for the family;
- (5) Other circumstance determined by HUD or the responsible party;

The HA will promptly investigate and verify the family's request for a hardship exception, to determine if it is short term or long term. Verified short-term hardship exception minimum rent is suspended for 90 days and is accompanied by a reasonable repayment agreement, after the expiration of the 90 days grace period. Failure to comply with the repayment agreement will result in the family's termination of their Section 8 Housing Choice Voucher assistance. Long term hardship circumstance will last for more than 90 days and does not require a repayment agreement.

**HEAD OF HOUSEHOLD.** The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

**HOUSING AGENCY.** A state, country, municipality or other governmental entity or public body authorized to administer the program. The term HPHA includes an Indian housing authority (IHA). (HPHA and HA mean the same thing.)

**HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** Act in which the U.S. Housing Act of 1937 (sometimes referred to as the Act) was recodified, and which added the Section 8 Programs.

**HOUSING ASSISTANCE PAYMENT.** The monthly assistance payment by a HA. The total assistance payment consists of:

- (1) A payment to the owner for rent to owner under the family's lease.
- (2) An additional payment to the family if the total assistance payment exceeds the rent to owner. The additional payment is called a Utility Reimbursement Payment.

**HOUSING ASSISTANCE PAYMENTS CONTRACT.** (HAP contract). A written contract between a HA and an owner in the form prescribed by HUD headquarters, in which the HA agrees to make housing assistance payments to the owner on behalf of an eligible family.

**HOUSING ASSISTANCE PLAN.** (1) A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD. (2) A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

**HOUSING QUALITY STANDARDS (HQS).** The HUD minimum quality standards for housing assisted under the tenant-based programs.

**HUD REQUIREMENTS.** HUD requirements for the Section 8 programs. HUD requirements are issued by HUD headquarters as regulations. Federal Register notices or other binding program directives.

**HURRA.** The Housing and Urban/Rural Recovery Act of 1983 legislation that resulted in most of the 1984 HUD Regulation changes to the definition of income, allowances, and rent calculations.

**IMPUTED ASSET.** Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

**IMPUTED INCOME.** HUD passbook rate x total cash value of assets. Calculation used when assets exceed \$5,000.

**IMPUTED WELFARE INCOME.** The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

**INCOME.** Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

**INCOME FOR ELIGIBILITY.** Annual Income.

**INDIAN.** Any person recognized as an Indian or Alaska Native by an Indian Tribe, the Federal Government, or any State.

**INDIAN HOUSING AUTHORITY (IHA).** A housing agency established either:

- (1) By exercise of the power of self-government of an Indian Tribe, independent of State law, or
- (2) By operation of State law providing specifically for housing authorities for Indians.

**INTEREST REDUCTION SUBSIDIES.** The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d)(3) BMIR projects. Includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.

**LANDLORD.** This term means either the owner of the property or his/her representative or the managing agent or his/her representative, as shall be designated by the owner.

**LARGE VERY LOW INCOME FAMILY.** Prior to the 1982 regulations, this meant a very low-income family which included six or more minors. This term is no longer used.

**LEASE.** A written agreement between an owner and an eligible family for the leasing of a housing unit.

The Section 8 Certificate and Housing Choice Voucher program have an Addendum to Lease that has mandatory language which must be incorporated into any lease the HA uses. The Addenda are different for the Certificate and Housing Choice Voucher Programs.

**LIVE-IN AIDE.** A person who resides with an elderly person or disabled person and who:

- (1) Is determined to be essential to the care and well-being of the person.
- (2) Is not obligated for the support of the person.
- (3) Would not be living in the unit except to provide necessary supportive services.

**LOCAL PREFERENCE.** A preference used by the HA to select among applicant families without regard to their federal preference status.

**LOW-INCOME FAMILY.** A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. For admission to the certificate program, HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

**MARKET RENT.** The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for a Section 8 Certificate holder. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.

**MEDICAL EXPENSES.** Those total medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. A deduction for Elderly Households only. These allowances are given when calculating adjusted income for medical expenses in excess of 3% of Annual Income.

**MINIMUM RENT.** A family must pay the greatest of 30 percent of monthly adjusted income, 10 percent of monthly income, or any minimum rent of up to \$ 50.00.

**MINOR.** A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

**MONTHLY ADJUSTED INCOME.** 1/12 of the Annual Income after Allowances or Adjusted Income.

**MONTHLY INCOME.** 1/12 of the Annual Income.

**NEGATIVE RENT.** Now called Utility Reimbursement. A negative Tenant Rent results in a Utility Reimbursement Payment (URP).

**NET FAMILY ASSETS.** Value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

**NET FAMILY CONTRIBUTION.** Former name for Tenant Rent.

**OCCUPANCY STANDARDS. [Now referred to as Subsidy Standards]** Standards established by a HA to determine the appropriate number of bedrooms for families of different sizes and compositions.

**OWNER.** Any persons or entity having the legal right to lease or sublease housing.

**PARTICIPANT.** A family that has been admitted to the HA's certificate program or Housing Choice Voucher program. The family becomes a participant on the effective date of the first HAP contract executed by the HA for the family (First day of initial lease term).

**PAYMENT STANDARD.** The amount used to calculate the housing assistance a family will receive in the HA's Housing Choice Voucher Program.

**PUBLIC ASSISTANCE.** Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, state, or local governments.

**PUBLIC HOUSING AGENCY (PHA).** A state, county, municipality, or other governmental entity or public body authorized to administer the programs. The term HPHA includes an Indian housing authority (IHA). (HPHA and HA mean the same thing.) In this rule, an HPHA is referred to as a housing agency (HA).

**RANKING PREFERENCE.** A preference used by the HA to select among applicant families that qualify for federal preference.

**RECERTIFICATION.** Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported. There are annual and interim recertifications.

**REMAINING MEMBER OF TENANT FAMILY.** Person left in assisted housing after other family members have left and become unassisted.

**RENT TO OWNER.** This is called Contract Rent in the Certificate Program and Rent to Owner in the Housing Choice Voucher Program. It is the total amount of rent payable to the owner by the family and the HA per month for an assisted unit.

**RESIDENT ASSISTANT.** A person who lives in an Independent Group Residence and provides on a daily basis some or all of the necessary services to elderly, handicapped, and disabled individuals receiving Section 8 housing assistance and who is essential to these individuals' care or wellbeing. A Resident Assistant shall not be related by blood, marriage or operation of law to individuals receiving Section 8 assistance nor contribute to a portion of his/her income or resources towards the expenses of these individuals. (See Sections 882.109(n), 882.106(c) and 882.102 definitions in Appendix 1 of 7420.7.)

**SECRETARY.** The Secretary of Housing and Urban Development.

**SECURITY DEPOSIT.** A dollar amount which can be applied to unpaid rent, damages or other amounts to the owner under the lease.

**SERVICEPERSON.** A person in the active military or naval service (including the active reserve) of the United States.

**SINGLE PERSON.** A person living alone or intending to live alone.

**SPOUSE.** The husband or wife of the head of the household.

**SUBSIDIZED PROJECT.** A multi-family housing project (with the exception of a project owned by a cooperative housing mortgage corporation or association) which receives the benefit of subsidy in the form of:

- (1) Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or
- (2) Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or
- (3) Direct loans pursuant to Section 202 of the Housing Act of 1959; or
- (4) Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;
- (5) Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless the project is owned by a Public Housing Agency;
- (6) A Public Housing Project.

**TENANT RENT.** (Formerly called Net Family contribution.) The amount payable monthly by the family as rent to the owner (including a PHA in other programs). Where all utilities (except telephone) and other essential housing services are supplied by the owner, Tenant Rent equals Total Tenant Payment. Where some of all utilities (except telephone) and other essential housing services are not supplied by the owner and the cost thereof is not included in the amount paid as rent to the owner, Tenant Rent equals Total Tenant Payment less the Utility Allowance in the Certificate Program. In the Housing Choice Voucher Program, Tenant Rent is Rent to Owner less HAP.

**TOTAL TENANT PAYMENT (TTP).** The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

**UNIT.** Residential space for the private use of a family.

**UNUSUAL EXPENSES.** Prior to the change in the 1982 regulations, this was the term applied to the amounts paid by the family for the care of minors under 13 years of age or for the care of disabled or handicapped family household members, but only where such care was necessary to enable a family member to be gainfully employed.

**UTILITIES.** Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

**UTILITY ALLOWANCE.** If the cost of utilities (except telephone) including range and refrigerator, and other housing services for an assisted unit is not included in the Contract Rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of a reasonable consumption of such utilities and other services for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthy living environment.

**UTILITY REIMBURSEMENT PAYMENT.** The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

**VACANCY LOSS PAYMENTS.** (For contracts effective prior to 10/2/95) When a family vacates its unit in violation of its lease, the owner is eligible for 80% of the Contract Rent for a vacancy period of up to one additional month, (beyond the month in which the vacancy occurred) if s/he notifies the PHA as soon as s/he learns of the vacancy, makes an effort to advertise the unit, and does not reject any eligible applicant except for good cause.

**VERY LARGE LOWER-INCOME FAMILY.** Prior to the change in the 1982 regulations, this was described as a lower-income family which included eight or more minors. This term is no longer used.

**VERY LOW INCOME FAMILY.** A Lower-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes. This is the income limit for the Certificate and Housing Choice Voucher Programs.

**VETERAN.** A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released therefrom under conditions other than dishonorable.

**WAITING LIST.** A list of families organized according to HUD regulations and HA policy who are waiting for subsidy to become available.

**WELFARE ASSISTANCE.** Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, state, or local governments.

**WELFARE RENT.** This concept is used ONLY for Section 8 Certificate tenants who receive welfare assistance on an AAS-PAID@ basis. It is not used for the Housing Choice Voucher Program.

- (1) If the agency does NOT apply a ratable reduction, this is the maximum a public assistance agency COULD give a family for shelter and utilities, NOT the amount the family is receiving at the time the certification or recertification is being processed.
- (2) If the agency applies a ratable reduction, welfare rent is a percentage of the maximum the agency could allow.

## **C. GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE**

**CHILD.** A member of the family other than the family head or spouse who is under 18 years of age.

**CITIZEN.** A citizen or national of the United States.

**EVIDENCE.** Evidence of citizenship or eligible immigration status means the documents which must be submitted to evidence citizenship or eligible immigration status.

**HA.** A housing authority- either a public housing agency or an Indian housing authority or both.

**HEAD OF HOUSEHOLD.** The adult member of the family who is the head of the household for purpose of determining income eligibility and rent.

**HUD.** Department of Housing and Urban Development.

**INS.** The U.S. Immigration and Naturalization Service.

**MIXED FAMILY.** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.



**NATIONAL.** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

**NONCITIZEN.** A person who is neither a citizen nor national of the United States.

**PHA.** A housing authority who operates Public Housing.

**RESPONSIBLE ENTITY.** The person or entity responsible for administering the restrictions on providing assistance to noncitizens with ineligible immigration status (the HA).

**SECTION 214.** Section 214 restricts HUD from making financial assistance available for noncitizens unless they meet one of the categories of eligible immigration status specified in Section 214.

**SPOUSE.** Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common-law marriage. It does not cover boyfriends, girlfriends, significant others, or Aco-heads. @ ACo-head@ is a term recognized by some HUD programs, but not by public and Indian housing programs.

# Public Housing Drug Elimination Program Plan

**Note: THIS PHDEP Plan template (HUD 50075-PHDEP Plan) is to be completed in accordance with Instructions located in applicable PIH Notices.**

## Annual PHDEP Plan Table of Contents:

1. General Information/History
2. PHDEP Plan Goals/Budget
3. Milestones
4. Certifications

## Section 1: General Information/History

**A. Amount of PHDEP Grant \$283,800.**

**B. Eligibility type (Indicate with an "x")** N1 \_\_\_\_\_ N2 \_\_\_\_\_ R X \_\_\_\_\_

**C. FFY in which funding is requested 2002 - 2004.**

### **D. Executive Summary of Annual PHDEP Plan**

In the space below, provide a brief overview of the PHDEP Plan, including highlights of major initiatives or activities undertaken. It may include a description of the expected outcomes. The summary must not be more than five (5) sentences long

The Federal Weed and Seed Program is the basic concept of our DEP Program. Community Police will provide above baseline services to "weed out" gang leaders, violent criminals and drug dealers who plague neighborhoods; and we will "seed" each public housing community with resident training, employment opportunities, and social service programs laced with drug prevention, intervention and available treatment. In addition to community policing, major budgeted activities include KEEP Summer Camp, Boys & Girls Clubs, and Scouts. Residents of all public housing developments, including elderly high-rise facilities, are targeted.

### **E. Target Areas**

Complete the following table by indicating each PHDEP Target Area (development or site where activities will be conducted), the total number of units in each PHDEP Target Area, and the total number of individuals expected to participate in PHDEP sponsored activities in each Target Area.

PHDEP Target Areas (Name of development(s) or site)	Total # of Units within the PHDEP Target Area(s)	Total Population to be Served within the PHDEP Target Area(s)
Clara Cox Homes	140	379
Daniel Brooks Homes and Annex	172	338
Astor Dowdy Towers	106	103
Carson Stout Homes	160	625
Beamon Courts	60	95
J. C. Morgan Courts	96	297
Elm Towers	150	145
Juanita Hills	140	316
Springfield Townhouses	198	0
Scattered Sties A	36	105
Scattered Sites B	43	95
Daniel Brooks Annex #2 (NC6-15)	28	63
Scattered Sites (NC6-17)	19	56
Scattered Sites (NC6-18)	4	11
Scattered Sites (NC6-19)	38	106
Scattered Sites (NC6-20)	29	64
Totals	1,419	2,798

## F. Duration of Program

Indicate the duration (number of months funds will be required) of the PHDEP Program proposed under this Plan (place an "x" to indicate the length of program by # of months. For "Other", identify the # of months).

6 Months \_\_\_\_\_ 12 Months \_\_\_\_\_ 18 Months \_\_\_\_\_ 24 Months  X  Other \_\_\_\_\_  
(January 1, 2002 / December 31, 2004)

## G. PHDEP Program History

Indicate each FY that funding has been received under the PHDEP Program (place an "x" by each applicable Year) and provide amount of funding received. If previously funded programs have not been closed out at the time of this submission, indicate the fund balance and anticipated completion date. For grant extensions received, place "GE" in column or "W" for waivers.

Fiscal Year of Funding	PHDEP Funding Received	Grant #	Fund Balance as of Date of this Submission	Grant Extensions or Waivers	Anticipated Completion Date
FY 1995	\$375,000.	NC19DEP0060195	- 0 -	Ext. 6 Months To 2/14/98	Completed
FY 1996	\$375,000.	NC19DEP0060196	- 0 -	None	Completed
FY 1997	\$344,240.	NC19DEP0060197	- 0 -	None	Completed
FY1998	\$343,720.	NC19DEP0060198	- 0 -	Ext. 3 Months To 3/31/01	3/31/2001
FY 1999	\$306,032.	NC19DEP0060199	- 0 -	None	1-9-2001
FY 2000	\$317,245.	NC19DEP0060100	\$573.06	None	9-11-2001
FY2001	\$291,390.	NC19DEP0060101	\$291,390.00	None	9-30-2002

## Section 2: PHDEP Plan Goals and Budget

### A. PHDEP Plan Summary

In the space below, summarize the PHDEP strategy to address the needs of the target population/target area(s). Your summary should briefly identify: the broad goals and objectives, the role of plan partners, and your system or process for monitoring and evaluating PHDEP-funded activities. This summary should not exceed 5-10 sentences.

Overall Goals / Objectives	Partnership / Role	Monitoring Plan
Target youth (6-18) & establish strong models and relationships with emphasis on building self esteem	Establish Police Basketball League. Youth outreach through Scouts, Boys & Girls Clubs, NCCU Tutorial and Right Focus	Monthly progress reports required from each partner. Site reviews are made at least monthly by DEP Specialist. Monitoring is coordinated by DEP Specialist. Effectiveness of each component is assessed to implement improvements, to accomplish current goals and establish new goals.
Reduce juvenile arrests (ages 16 & 17) through enforcement and seeding programs	Community Police Officers, Scouts, Boys & Girls Clubs, NCCU Tutorial, Right Focus, ADS of Guilford & CIS	
Decrease child abuse and neglect	Through tracking efforts of resident initiatives and collaboration with Community Police Officers & DSS and Family Services of the Piedmont	
Expand efforts to maintain daily contact with frail elderly thru Youth Sports & youth ABAD group	Resident initiatives through CHSP staff, Resident Council, and Community Police.	
Concentrate more on lease violations	Community Police to emphasize support of HPHA and more documentation of lease violations through coordination with Resident Council	
Reduce Domestic Disturbances and Public Disturbances in housing developments.	Community Police tracking, resident interaction, promote resident involvement in seeding programs.	
Erase imaginary boundaries around public housing that imply drugs & crime.	Community Police, Resident Initiatives & interaction, and increase neighborhood watch programs.	
Making PH blend with private housing through planting beautification program.	HA Board of Commissioners, Community Police Officers, Boys and Girls Clubs, & Boy Scouts.	H/A managers, Res. Council & Maintenance Staff

## B. PHDEP Budget Summary

Enter the total amount of PHDEP funding allocated to each line item.

FY 2002 PHDEP Budget Summary	
Budget Line Item	Total Funding
9110 - Reimbursement of Law Enforcement	162,000.
9120 - Security Personnel	- 0 -
9130 - Employment of Investigators	- 0 -
9140 - Voluntary Tenant Patrol	- 0 -
9150 - Physical Improvements	- 0 -
9160 - <u>Drug Prevention</u> <ul style="list-style-type: none"><li>Boys &amp; Girls Clubs</li><li>Boy Scouts</li><li>NCCU Tutorial</li><li>Christ the King Tutorial</li></ul>	32,500. 32,500. 10,000. <u>15,000.</u> 90,000.
9170 - <u>Drug Intervention</u>	
9180 - Drug Treatment Alcohol & Drug Services of Guilford, Inc.	- 0 -
9190 - <u>Other Program Costs</u> <ul style="list-style-type: none"><li>DEP Specialist</li><li>Seminar Training</li></ul>	31,200. <u>600.</u> 31,800.
<b>TOTAL PHDEP FUNDING</b>	283,800.

## C. PHDEP Plan Goals and Activities

In the tables below, provide information on the PHDEP strategy summarized above by budget line item. Each goal and objective should be numbered sequentially for each budget line item (where applicable). Use as many rows as necessary to list proposed activities (additional rows may be inserted in the tables). PHAs are not required to provide information in shaded boxes. Information provided must be concise—not to exceed two sentences in any column. Tables for line items in which the PHA has no planned goals or activities may be deleted.

9110 – Reimbursement of Law Enforcement (Community Police Officers)					Total PHDEP Funding: \$162,000.		
Goal(s)	Continue Police Basketball League, reduce juvenile arrests (ages 16 & 17) with baseline of 15, expand <i>Adopted Neighbor Program</i> , decrease child abuse, decrease vacant unit turnover, and increase lease violation support.						
Objectives	Increase resident security, reduce drug use, distribution and related crime, & PH boundaries						
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount/ Source)	Performance Indicators
1. Community Police Officers			January 1, 2002	June 30, 2002	162,000.	174,000.	Reports of service calls and arrests in and around developments, plus special activities are submitted monthly to HA. Officers work closely with Specialist and Managers.
2. N/A							
3. N/A							

9120 - Security Personnel N/A					Total PHDEP Funding: \$ N/A		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDep Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9130 - Employment of Investigators N/A					Total PHDEP Funding: \$ N/A		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDep Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9140 - Voluntary Tenant Patrol N/A					Total PHDEP Funding: \$ N/A		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDep Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9150 - Physical Improvements N/A					Total PHDEP Funding: \$ N/A		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDep Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9160 - Drug Prevention (Programs to reduce the use of drugs in & around public housing)					Total PHDEP Funding: \$162,000.		
Goal(s)	1) Increase annual Boys & Girls Club membership by 15%, with baseline of 800. 2) Increase number of PH scouts with baseline of 129, & increase % of parent volunteers with baseline of 25% of the scout leaders are PH parents or PH residents. Increase Eagle Scouts. 3) Assist 100 youth during 12-month period, with baseline of 40 during 1 <sup>st</sup> 6 months of 2001. 4) Increase number of students served by 15% over previous year.						
Objectives	1) As an after-school & summer activity, the 5 B&G Club sites design activities for decision-making skills, success in schools, & toward becoming self-supporting individuals. 2) Positively impact the youth in self-esteem, academics, disciplined behavior, & leadership skills. 3) Build Self esteem, increase academic support, peer tutoring, community involvement, and create meaningful goals through tutoring and counseling. 4) Assist youth in remedial and academic areas with focus on English and productive community involvement.						
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1. Boys & Girls Clubs	800 +	Under 18	9-1-02	9-30-03	32,500	56,672	Drop-in visits & monthly progress reports.
2. Boy Scouts	100 +	9-18	9-1-02	9-30-03	32,500	54,210	Monthly reports on membership & volunteers & Eagles.
3. NCCU Tutorial	100	Grades 4-8	9-1-02	9-30-03	10,000	\$2,500.	Monthly progress reports
4. Christ the King Tutorial	100	All ages	9-1-02	9-30-02	15,000.	\$38,000.	Progress reports on grades & reduction in teen pregnancy & crime.

9170 - Drug Intervention (Programs to identify residents with drug problems & counsel through assistance & treatment)					Total PHDEP Funding: \$ - 0 -		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDep Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9180 - Drug Treatment					Total PHDEP Funding: \$ - 0 -		
Goal(s)	1) Increase resident awareness of drugs. To educate all residents to identify potential drug problems among neighbors and instill motivation to inform their housing managers & community police officers. Critique confidential referral plan & tracking plan.						
Objectives	1) Agency partners with HA as resource to assist residents with substance abuse and prevention education, drug treatment, and follow-up.						
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDep Funding	Other Funding (Amount /Source)	Performance Indicators
1. Alcohol and Drug Services of Guilford, Inc.	375	Referrals & At-risk residents	12 mo.	Non Applicable	- 0 -	90,000	Quarterly meetings & annual report including estimated PH clients.
2. N / A							
3. N / A							

9190 - Other Program Costs					Total PHDEP Funds: \$ 31,800.		
Goal(s)	1) Successful program implementation that reflects a measurable impact on drug statistics & security. 2) Improve quality and effectiveness of DEP activities and establish new goals.						
Objectives	1) Coordinate DEP resources, contracting partners, and keep abreast of new DEP techniques. 2) Evaluate each DEP component to achieve maximum quality and increase resident participation.						
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1. DEP Specialist			September 1, 2002	September 30, 2003	31,200	- 0 -	Quality of coordination with community resources & overall success of Drug Program.
2. Seminar Training			September 1, 2002	September 30, 2003	600.	- 0 -	Measured by training implemented by DEP Specialist and overall program success.

### **Section 3: Expenditure/Obligation Milestones**

Indicate by Budget Line Item and the Proposed Activity (based on the information contained in Section 2 PHDEP Plan Budget and Goals), the % of funds that will be expended (at least 25% of the total grant award) and obligated (at least 50% of the total grant award) within 12 months of grant execution.

Budget Line Item #	25% Expenditure of Total Grant Funds By Activity #	Total PHDEP Funding Expended (sum of the activities)	50% Obligation of Total Grant Funds by Activity #	Total PHDEP Funding Obligated (sum of the activities)
<i>e.g Budget Line Item # 9120</i>	<i>Activities 1, 3</i>		<i>Activity 2</i>	
9110 / Enforcement	Activity #1	162,000.	Activity #1	162,000.
9120				
9130				
9140				
9150				
9160 / Prevention	Activities 1, 2, 3, 4	90,000.	Activities 1, 2, 3, 4	\$90,000.
9170				
9180 / Drug Treatment	No funds requested	- 0 -	No funds requested	- 0 -
9190 / Other Costs	Activities 1 & 2	31,800.	Activities 1 & 2	31,800.
<b>TOTAL</b>		<b>\$283,800.</b>		<b>\$283,800.</b>



#### **Section 4: Certifications**

A comprehensive certification of compliance with respect to the PHDEP Plan submission is included in the “PHA Certifications of Compliance with the PHA Plan and Related Regulations.”

## Housing Authority of the City of High Point

### DWELLING LEASE

#### 1. IDENTIFICATION OF PARTIES AND PREMISES

The Housing Authority of the City of High Point, hereafter referred to as the PHA (Public Housing Agency), leases to \_\_\_\_\_, hereafter referred to as the Resident, the dwelling unit (premises) containing \_\_\_\_\_ bedrooms located in Guilford County at \_\_\_\_\_ under the terms and conditions set forth within this lease agreement.

The Resident certifies to the PHA that those persons listed below are the only persons who, together with the Resident, will reside in the leased dwelling unit (apartment). Any additions to the household members named on the lease, including Live-in Aides, adoptions and foster children, but excluding natural births, require the advance written approval of the PHA. Such approval will be granted only if the additional members to the household pass the PHA's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides, foster children, adopted children, or a member added through lawful marriage shall not be unreasonably refused.

Name	Relation	Initial	Name	Relation	Initial

The Resident agrees to inform the PHA concerning any additions to the family, shall provide information as may be requested by the PHA relating to the added family member, and agrees to report to the PHA any additions to the household within 10 days of the addition. The Resident also agrees to report to the PHA concerning any family member who moves from the household and shall do so within 10 days of the family member moving. In return for payment of rent as stated in Section 3 or hereafter determined in accordance with HUD regulations under the provisions of Section 6 of this lease agreement, the Resident shall have the right to exclusive use and occupancy of the leased dwelling unit which shall include reasonable accommodation of the Resident's guests or visitors and, with the consent of the PHA, may include a person to perform essential live-in care of an elderly or disabled member of Resident's family. The PHA defines "reasonable accommodation", as it relates to guests or visitors of the Resident, to mean a period of not longer than 7 days without consent of the PHA. The term "Guest" means a person in the apartment with the consent of a household member.

## **2. TERM OF LEASE**

This lease shall begin on \_\_\_\_\_ and shall end at midnight on \_\_\_\_\_. Thereafter, this lease shall be renewed for successive terms of 12 months each except in instances where the Resident or a member of the Resident's household fails to comply with those obligations set forth in section 8F or has breached other provisions of this lease. Termination of this lease prior to the end of this or subsequent period(s) may occur and shall be in accordance with the provisions of section 12 herein.

## **3. MONTHLY RENT AND OTHER CHARGES**

The prorated rent starting on the day which this lease begins to the end of the first month shall be \$\_\_\_\_\_, payable in advance on the first day of occupancy. Thereafter, rent shall be in the amount of \$\_\_\_\_\_ each month or at such amount as determined in accordance with regulations of the United States Department of Housing and Urban Development (HUD). The Resident shall be provided utilities without any charge unless the Resident consumes utilities in excess of amounts duly approved by the Board of Commissioners. The Resident agrees to pay for the cost of utilities consumed in excess of the amounts shown on the posted Schedule of Excess Utility Charges. A copy of the referenced schedule is posted in the Administrative Office and the Maintenance Office of the PHA. A copy of the referenced schedule will be provided to residents upon request.

The PHA will not charge the Resident for repairs or replacements made to the dwelling unit, its equipment, or its appliances that result from normal wear and tear. The Resident agrees to pay for all repairs and replacements caused by the Resident, Resident's household or guests which result from other than normal wear and tear on the dwelling unit, its equipment, or its appliances in accordance with the posted Schedule of Maintenance Repair Charges, or for work not listed on the Schedule of Maintenance Repair Charges, based on the actual cost to the PHA for the labor and materials needed to complete the necessary repair(s). The PHA shall provide the Resident with notice of repair charges or excess utility charges at least two weeks in advance of the charges becoming due. Such charges shall become due and payable on the first day of the month that occurs after notice has been given. A copy of the referenced schedule is posted in the Administrative Office and the Maintenance Office of the PHA. A copy of the referenced schedule will be provided to residents upon request.

## **4. PAYMENT OF RENT AND OTHER CHARGES**

Rent shall be determined in accordance with regulations set forth by the U.S. Department of Housing and Urban Development. Rent and other charges are payable in advance, on the first day of each month. A list of banks and branch banks in the city of High Point is posted in the development office and the central office of the PHA where Residents may pay rent and other charges during the first 15 days of each month. Payment may also be mailed to the central office of the PHA. Payment should be accompanied by the return portion of the rent statement provided by the PHA to ensure proper credit to the Resident's rental account.

Rent and other charges not paid in full by the 7<sup>th</sup> day of the month will be considered delinquent. Payments received after the 7<sup>th</sup> day of the month will result in a late charge in the amount of \$15 being added to the Resident's rental account. Any returned check will result in a service charge in the amount of \$15 being added to the Resident's rental account. In addition, the PHA reserves the right to refuse to accept further personal checks from the Resident after one personal check has been returned as a result of insufficient funds. Termination procedures shall begin in the event payment is not made by the 7<sup>th</sup> day of the current month for which rent is due, except for families who have submitted a written request for a hardship exemption or suspension of a minimum rent currently being charged. Exemptions and/or suspensions may be granted if one or more of the following hardship circumstances apply to the affected family:

- A. The family has lost eligibility for local, state, or federal assistance due to no fault of the resident or is awaiting an eligibility determination for a local, state, or federal assistance program (including a resident alien entitled to welfare assistance);
- B. The family would be evicted as a result of the imposition of the minimum rent;
- C. The income of the family has decreased due to changed circumstances, including loss of employment;
- D. A death in the household has occurred; and
- E. Other circumstances as may be determined by the US Department of Housing and Urban Development or the PHA have occurred.

When a family requests a hardship exception from minimum rent, the rent is suspended immediately. All suspended rent will result in an investigation to determine if the hardship will be short term or long term. Short term hardship is defined as – “at least one of the five circumstances mentioned herein (Section 4A, 4B, 4C, 4D and 4E above) applies to the family and it can be verified that a hardship exists, but the circumstances are likely to be temporary (not more than 90 days).” The family will be given a 90 day grace period which will result in the suspension of the minimum rent. *No family will be evicted during the 90-day suspension period.*

After the 90 day grace period has expired the family is responsible for repaying the suspended minimum rent unless it is determined the hardship is a long-term hardship. A reasonable repayment agreement must be offered.

A long term hardship is defined as – “at least one of the five circumstances mentioned herein (Section 4A, 4B, 4C, 4D and 4E above) applies to the family and it can be verified that a hardship exists with the circumstances likely to exist for more than 90 days.” An exemption from the minimum rent may be granted until those conditions noted herein no longer apply. Long term hardship exemptions are not subject to a repayment agreement.

If the PHA files summary ejectment papers against the Resident three (3) months in succession or six (6) times within a twelve (12) month period, it shall be considered a serious and repeated violation of this lease agreement, a condition under which the PHA may immediately issue a notice of termination in accordance with sections 11 and 12 herein.

## 5. SECURITY DEPOSIT

The Resident agrees to deposit or has deposited with the PHA a security deposit in the amount of \$\_\_\_\_\_. The security deposit is due and payable on the first day of occupancy; however, with approval of the PHA, the Resident may pay the security deposit in not more than 12 installments, the first of which would be paid on the first day of occupancy and the remaining installments becoming due and payable on the first day of the following months. The security deposit may not be used to pay rent or other charges while the Resident is in occupancy. The PHA will refund to the Resident the full amount of the security deposit plus any overpayments of rent made by the Resident less the cost of

- A. Any unpaid rent;
- B. Repairs or replacements to the dwelling unit, its equipment, or its appliances caused by the Resident, Resident's household or guests which result from other than normal wear and tear;
- C. Any unpaid late charges or unpaid excess utility charges; and
- D. Charges for keys not returned.

Refunds or notices regarding charges shall be mailed to the Resident within 30 days from the date on which the Resident moves or in cases where the Resident moves without notifying the PHA, such refunds or notices regarding charges shall be mailed within 30 days from the date on which the unit is found to be vacant.

In the event of death, rent will be terminated on the date the unit is vacated by the family and the keys are turned in to the PHA.

## **6. REDETERMINATION OF RENT AND DWELLING SIZE**

### **A. ANNUAL REEXAMINATIONS OF INCOME, FAMILY COMPOSITION, AND FAMILY SIZE.**

- (1) Once each year the PHA will request in writing that the Resident come to the PHA's office in order for the PHA to reexamine the income of the Resident's family, the family composition, and the family size so the PHA can determine if any adjustment in the monthly rental amount is required or if the size of the apartment is no longer appropriate for the needs of the family. At any time during the term of this lease, the Resident may request reasonable accommodation of a handicap of a household member including reasonable accommodation so that the Resident can meet lease requirements or other requirements of residency. If, during the term of this lease, the Resident, by reason of physical or mental impairment is no longer able to comply with the material provisions of this lease, and cannot make arrangements for someone to aid him/her in complying with the lease, and the PHA cannot make any reasonable accommodation that would enable the Resident to comply with the lease, the resident would be required to move from his/her dwelling unit.
- (2) The Resident agrees to report to the PHA, within 30 days after receiving a written Notice of Reexamination, the income from all sources of each family member and other such information as may be necessary in determining the rent in accordance with HUD regulations and for determining whether the size of the apartment continues to meet the family's need.
- (3) The Resident agrees to transfer to an appropriate size apartment based on the size and composition of the family after receiving appropriate notice by the PHA that such an apartment is available in instances where
  - (a) The family size and composition no longer conforms to the requirements set forth in the PHA's Admissions and Occupancy Policy
  - (b) It has become necessary for the PHA to rehabilitate or modernize the dwelling unit;
  - (c) The Resident has made a request for special dwelling unit features in support of a documented disability or handicap. In such cases, the PHA shall have the choice to modify the Resident's existing dwelling unit or to transfer the Resident to another dwelling unit with the features requested;
  - (d) The Resident is without disability or handicap and occupies a dwelling unit which has special features designed for persons with disability or handicap.
- (4) Any adjustment in the Resident's rent as determined by the annual reexamination of income shall become effective on the reexamination date for the Resident. The PHA shall provide the Resident with a minimum of 30 days notice in advance of any adjustment in rent with respect to the annual reexamination of income provided the Resident has complied with Section 6 A (2) above. Such Notice of Rent Adjustment shall be in writing and subject to the provisions set forth in Section 11 herein.
- (5) The PHA has established a flat rent for each public housing apartment in an amount that is posted in the administrative and community offices of the PHA. A copy of the flat rent schedule

shall be provided to any resident upon request. Flat rents will be subject to periodic change without prior notification to the residents. Families may choose to have their rent based on their income or pay the flat rent established for their dwelling. Families that have chosen to pay the flat rent shall have their income re-examined at three-year intervals, and their household composition re-examined annually. In the event that a resident has chosen to pay the flat rent and experiences a decrease in income and therefore would experience a hardship, as defined in Section 4, if they were required to continue to pay the flat rent, the resident may report the change and request that their rent be changed to an income based rent.

#### B. INTERIM RE-DETERMINATION OF RENT.

Changes in rent made for reasons other than annual reexamination shall be made if:

- (1) It is necessary to correct any error made by a previous rent determination.
- (2) A reduction in family income has occurred which is expected to continue for a period of more than 30 days.
- (3) The Resident or any member of the Resident's family who is age 18 or older not previously employed, becomes employed.
- (4) When a new member is added to the family composition, and has income.
- (5) The Resident or any member of the Resident's family who previously was not receiving government assistance in the form of TANF, WORK FIRST, SOCIAL SECURITY BENEFITS, SSI, UNEMPLOYMENT BENEFITS, etc., begins to receive such benefits.
  - (a) The Resident agrees to report his, her or any member of the Resident's family who is age 18 or older, newly acquired government assistance to the PHA within 10 days of the date of receiving such benefits.
- (6) The family size of the Resident increases or decreases;
  - (a) All income of any family member who is added to the household shall be reported within 10 days of the addition.
  - (b) Interim adjustments in rent shall become effective as follows:
    - (1) Increases in rent shall become effective:
      - (a) on the first day of the month following the correction of an error made at a previous rent determination;
      - (b) on the first day of the second month following the increase in family income;
    - (2) Decreases in rent shall become effective:
      - (a) on the first day of the month following the reporting of a decrease in family income;
      - (b) on the first day of the month following the reporting of a change in family size;
      - (c) on the first day of the month following the correction of an error made at a previous rent determination and shall be retroactive to the time the rent began to be incorrectly charged.

**C. FAILURE TO REPORT CHANGES AND/OR MISREPRESENTATIONS.**

- (1) When reporting information to the PHA under the terms set forth in Sections 6 A and 6 B of this lease agreement, the Resident agrees to report full and accurate information concerning the income of each family member, the family size, and information concerning deductions from family income.
- (2) If the PHA determines that the Resident has not reported information in accordance with Section 6C(1), then the PHA may determine the correct information and charge the Resident retroactively for any difference in the rent which should have been charged and what was actually charged.
- (3) If the PHA determines that the Resident did willfully and intentionally report inaccurate information or withhold information, then the PHA may charge the Resident in accordance with Section 6C(2) and may terminate this lease agreement.

**7. OBLIGATIONS OF THE PHA**

The PHA agrees:

- A. To maintain the dwelling unit and the development in decent, safe, and sanitary condition;
- B. To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting the health and safety of residents;
- C. To make necessary repairs to the dwelling unit;
- D. To keep development buildings, facilities, and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition;
- E. To maintain in good and safe working order and condition, electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the PHA;
- F. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Resident family) for the deposit of ashes, garbage, rubbish, and other waste removed from the dwelling unit by the Resident in accordance with Section 8H of this lease agreement;
- G. To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection;
- H. To provide for a pest control program which shall include application of pest control substances by the PHA or the PHA's agent as needed and/or to provide pest control substances and applicators to the Residents;
- I. To provide for the use of the Resident, either an enclosed structure which can be reasonably secured for the storage of the Resident's personal lawn mower OR to provide the Resident with the use of a lawn mower furnished by the PHA during the period of the year in which grass needs to be mowed. If the PHA fails to provide either, then the PHA shall be responsible for mowing the grass;

- J. To notify the Resident of the specific grounds for any proposed adverse action by the PHA. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of the Resident to another unit, the imposition of charges for maintenance and repair, or for excess consumption of utilities.);

## **8. OBLIGATIONS OF THE RESIDENT**

The Resident agrees:

- A. Not to assign the lease or to sublease the dwelling unit;
- B. Not to provide accommodations for boarders or lodgers;
- C. To use the dwelling unit solely as a private dwelling for the Resident and the Resident's household as identified in Section 1 of this lease agreement, and not to use or permit its use for any other purpose without the express written consent of the PHA. Use of the dwelling, with the consent and approval of the PHA, may include legal profit making activities where the PHA determines that such activities are incidental to the primary use of the leased unit as a residence by the members of the household. Such activities may include sewing, bookkeeping, selling food, babysitting, and cosmetology. Certain activities, such as cosmetology, must be licensed locally or by the state government. Room rental is not considered to be an approved activity. Income earned from any approved additional use of the dwelling as a residence must be reported to the PHA and included in the Resident's income used to determine the amount of monthly rent which the Resident is obligated to pay.
- D. To abide by necessary and reasonable regulations made known by the PHA which shall be for the benefit and the well being of the housing development and the Residents. Any such regulations shall be posted in the management office serving the development and the administrative office of the PHA;
- E. To comply with all obligations imposed upon the Resident, member's of the Resident's household and invited guests by applicable provisions of building and housing codes materially affecting health and safety;
- F. To comply with Self-Sufficiency and work requirements imposed by HUD, including Community Service. All persons residing in the unit identified herein that do not qualify for exemption from the Community Service requirements as defined by HUD, must perform 8 hours per month of Community Service as a condition of this lease.
- G. To keep the dwelling unit and such other areas as may be assigned to him or her for his or her exclusive use in a clean and safe condition;
- H. To dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner;
- I. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances including elevators;
- J. To refrain from, and to cause his or her household and guests from destroying, defacing, damaging, or removing any part of the dwelling unit or development;
- K. To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, development buildings, facilities, or common areas caused by the Resident, his or her household or guests;



- L. To conduct himself or herself and cause other persons who are on the premises with his or her permission to conduct themselves in a manner which will not disturb their neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a decent, safe and sanitary condition;
- M. That the Resident, any member of the Resident's household, a guest, or another person under the Resident's control shall not engage in
- (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the PHA's public housing dwelling unit by other Residents or employees of the PHA, or
  - (2) Any drug-related criminal activity on the premises. The term drug-related criminal activity means the illegal manufacture, sale, distribution, use, possession, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).
  - (3) Any drug-related criminal activity off the premises. The term drug related criminal activity means the illegal manufacture, sale, distribution, use, possession, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).
  - (4) Alcohol abuse that the PHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other Residents.
- N. Take all reasonable steps to exclude persons named as trespassers on the PHA's property Trespasser List from the residents' home and the PHA apartment complex as required by the Trespass List Policy and this lease. Such reasonable steps require the resident to notify the PHA and/or police in the event a trespasser is seen on or about the residents' home or the PHA property. A resident's failure to follow these rules is grounds for termination of the lease and eviction of the tenant.
- Residents are not permitted to allow person(s) on the property who have been banned by the PHA. The PHA must notify the residents in writing that a person is on the Trespass List. The resident shall thereafter prohibit the trespassers from coming onto the PHA's property. Failure to disallow a trespasser from coming onto the PHA's property may result in a termination of the resident's lease.
- Removal or Exceptions to Trespass List: If the resident or the trespasser feels that the trespasser should be allowed to visit, either the resident or the trespasser can apply for (1) removal of the Trespasser's name from the Trespass List, or (2) a special exception. The PHA will review these requests pursuant to the PHA's written policy regarding the Trespass List. The Trespass Policy (Rules Governing Entrance to Property of the Housing Authority of the City of High Point) is defined in Addendum 1 to this Dwelling Lease.
- O. To adhere to the regulations of the most recently adopted Pet Policy of the PHA. The Pet Policy is defined in Addendum 2 to this Dwelling Lease;
- P. Not to keep any unlicensed or inoperable motor vehicles in the development, or not to leave any motor vehicle unattended which has been raised off of the ground on jacks, blocks, or by other means;
- Q. Not to park, and to inform their guests not to park on sidewalks, or on areas in the development which are not paved, and not to park in any manner which would obstruct the emptying of a dumpster container, or would otherwise block access to an emergency vehicle;

- R. Not to make repairs or alterations to the dwelling unit, its equipment or its appliances, including the installation of air conditioners, ceiling fans, clothes dryers, TV or radio antennas, wall paper, wall tiles, contact paper, fences, changing door locks, or placing signs on, in, or about the dwelling unit without the written permission of the PHA;
- S. To keep paper, trash, cans, bottles, and other such debris picked up off of the yard in the front, rear, and side of the apartment and to keep grass neatly mowed and to keep shrubbery in the yard and grass next to the building neatly trimmed; however, the responsibility for grass mowing by the Resident shall be subject to the provisions stated in Section 7 I. herein except those Residents who are unable to perform such tasks because of age or disability shall be exempted;
- T. To cooperate with the PHA in providing for pest control and maintenance in the development;
- U. Not to install carpets or rugs without the consent of the PHA;
- V. Not to perform any major repairs such as engine overhauls, transmission repairs, etc., nor to perform any oil changes or lubrication of any motor vehicle when the vehicle is located in the development;
- W. In the event of becoming incapacitated, to provide temporary or permanent assistance as needed for adequate self care, or to seek temporary or permanent care elsewhere in accordance with medical recommendations;
- X. Not to keep a waterbed in the unit without the PHA's approval and the obtaining of liability insurance to provide for coverage due to damage caused by waterbeds, their weight and/or leakage. The PHA must be named as beneficiary of that insurance;
- Y. To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials on the premises. Not to disconnect, damage or otherwise obstruct any smoke or fire alarm installed in the dwelling unit from it's proper operation and to report immediately to the PHA upon becoming aware that a smoke or fire alarm is not properly operating. In the event of a fire or other insured peril caused by the Resident, a member of the Resident's household, or invited guest(s), which may be attributable to the negligence of the Resident, a member of the Resident's household or invited guest(s), the Resident agrees to pay the cost of repair or replacement attributed to the fire;
- Z. Not to use gas and charcoal grills within 10 feet of buildings and not to store or maintain combustible materials or liquids inside the dwelling unit or any storage building attached to a dwelling unit;
- AA. To notify the PHA in the event the Resident leaves the dwelling unit unoccupied for any period of time which exceeds 7 consecutive days.

Any violation of this lease agreement which involves criminal activity shall be cause for termination of this lease agreement and for eviction from the leased dwelling unit.

## **9. MAINTENANCE**

The Resident shall use reasonable care in keeping the dwelling unit, its equipment, and appliances in such condition as to prevent hazardous health or sanitation problems from occurring. The Resident shall notify the PHA promptly of any known needs for repairs or of any unsafe conditions on the dwelling unit, in the common areas, community facilities, or elsewhere in the development which may lead to property damages or injury.

In event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants the following shall apply:

- A. The Resident shall immediately notify the PHA of the damage;
- B. The PHA shall be responsible for repair of the unit within a reasonable time; provided, that if the damage was caused by the Resident, Resident's household or guests, the reasonable cost of repairs shall be charged to the Resident;
- C. The PHA shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time; and,
- D. The rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling in the event repairs are not made in accordance with paragraph 9 B or alternative accommodations are not provided in accordance with paragraph 9 C of this section, except that no abatement of rent shall occur if the Resident rejects the alternative accommodation or if the damage was caused by the Resident, the Resident's household, or guests.

## **10. INSPECTIONS AND ENTRY**

The PHA and the Resident agree to the following terms concerning inspections of the dwelling unit and the entry into the dwelling unit.

- A. The PHA and the Resident shall inspect the dwelling unit prior to commencement of occupancy by the Resident. The PHA shall furnish the Resident with a written statement of the condition of the dwelling unit, appliances, and equipment provided with the unit prior to the execution of this lease agreement. The statement shall be signed and dated by the PHA and the Resident and the PHA shall maintain a copy of the inspection form in the Resident's file.
- B. The PHA and the Resident shall inspect the dwelling unit immediately upon vacating of the dwelling unit by the Resident. If the Resident fails to make arrangements to inspect the dwelling unit within 24 hours from vacating the dwelling unit, then the inspection shall be made by the PHA without the presence of the Resident. A copy of the inspection form shall be mailed to the Resident along with a statement of all charges due the PHA (if any) in accordance with Section 5 of this lease agreement.
- C. The PHA or its duly authorized agent shall be permitted to enter the dwelling unit during reasonable hours for inspection of the dwelling unit, repairs, improvements, or alterations, or in order to provide for pest control and extermination services. Such entry shall be permitted after a written statement specifying the purpose of entry has been delivered to the dwelling unit at least two days in advance of the entry unless the Resident grants permission for the entry without a two day written notice being given. In the event the Resident has requested maintenance services to the dwelling unit, the request for such services shall constitute permission to enter the leased premises unless otherwise specified by the Resident at the time of request for services.
- D. The PHA may enter the dwelling unit at any time without advance notification when there is a reasonable cause to believe that an emergency exists;
- E. In the event that the Resident and all adult (age 18 and older) members of his or her household are absent from the dwelling unit at the time of entry, the PHA shall leave in the dwelling unit a written statement specifying the date, time, name of employee and purpose of entry prior to leaving the dwelling unit.
- F. The Resident may deny entry to the PHA or its duly authorized agent if, after being requested to show proper identification, the PHA or its duly authorized agent fails to do so.

## **11. NOTICE**

Except as provided in Section 10 of this lease agreement, notice to the Resident shall be in writing and delivered to the Resident or an adult (age 18 or older) member of the Resident's household residing in the dwelling or sent prepaid first class mail properly addressed to the Resident. Notice to the PHA shall be in writing, delivered to the development office, to the PHA central office or sent by prepaid first class mail properly addressed to the PHA. In event the Resident is visually impaired, notice shall be in a format which is accessible by the Resident, a member of the Resident's household, or any other person as designated by the Resident.

## **12. TERMINATION OF LEASE**

The following procedures shall be followed by both the Resident and the PHA with regard to termination of this lease:

A. The PHA shall not terminate or refuse to renew this lease other than for serious or repeated violation of material terms of the lease such as failure to make payments due under the lease or to fulfill the Resident's obligations set forth in Section 8 herein or for other good cause. Either of the following types of criminal activity by the Resident, any member of the household, a guest, or another person under the Resident's control shall be cause for termination of this lease:

- (1) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the PHA's public housing dwelling unit by other Residents;
- (2) Any drug-related criminal activity on the premises. The term drug related criminal activity means the illegal manufacture, sale, distribution, use, possession, or possession with the intent to manufacture, sell, distribute, or use, of a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).
- (3) Any drug-related criminal activity off the premises. The term drug related criminal activity means the illegal manufacture, sale, distribution, use, possession, or possession with the intent to manufacture, sell, distribute, or use, of a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).
- (4) Alcohol abuse that the PHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other Residents.
- (5) Households that include an individual subject to a lifetime registration requirement under a State sex offender registration program.

Once the Resident is either evicted and padlocked pursuant to Court order for criminal activity, or once new residents have moved into the unit, the PHA shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the dwelling unit.

In deciding to evict for criminal activity, the PHA shall have the discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, the PHA may permit continued occupancy by the remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the dwelling unit. The PHA may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the dwelling unit.

B. The PHA shall give written notice of termination of the lease of:

- (1) 14 days in case of failure to pay rent;
- (2) A reasonable time commensurate with the seriousness of the situation in the case of creation or maintenance of a threat to the health or safety of other Residents or PHA employees; and
- (3) 30 days in all other cases.

C. The notice of termination shall

- (1) State specific reasons for the termination, including both the factual grounds for the termination and make a citation to the lease provision(s) which was violated.
- (2) inform the Resident of his or her right to make such reply as he or she may wish;
- (3) inform the Resident of his or her right to examine PHA documents directly relevant to the termination or eviction; and
- (4) inform the Resident of his or her right to request a hearing in accordance with the PHA's grievance procedure.

D. The Resident may terminate this lease agreement at any time by giving 30 days notice of intent to move in advance and in accordance with Section 11 herein. The Resident agrees, upon vacating the dwelling unit, to remove any and all contents of the dwelling unit which are not owned by the PHA or had not otherwise been provided by the PHA. Property of reasonable use and value, as determined by the PHA, which has been left in the dwelling unit for a period of time, by a resident who has vacated the premises, shall be considered as abandoned and will be disposed of by the PHA in accordance with North Carolina law. Costs of storage, removal, and disposal shall be assessed to and paid for by the Resident.

### **13. GRIEVANCE PROCEDURE**

All disputes concerning the obligations of the Resident or the PHA shall be resolved in accordance with the PHA Grievance Procedure which shall be in compliance with HUD regulations.

A. When the PHA is required to offer the Resident the opportunity for a grievance hearing under the PHA's Grievance Procedures for a grievance concerning a lease termination, the lease shall not terminate until the period to request a hearing has expired or the grievance process has been completed.

When the PHA is not required to offer the Resident the opportunity for a hearing under the Grievance Procedures and the PHA has decided to exclude such grievance from the PHA Grievance Procedures (which can only be done following a Due Process Determination by HUD), the notice of lease termination shall:

- (1) state that the Resident is not entitled to a grievance hearing on the termination;
- (2) specify the judicial eviction procedure to be used by the PHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and
- (3) state whether the eviction is for a criminal activity that threatens the health or safety of Residents, agents of or employees of the PHA, or for drug-related criminal activity on or off the premises.

- B. The Grievance Procedure of the Housing Authority of the City of High Point is defined in Addendum 3 to this Dwelling Lease.

#### 14. AMENDMENTS

No changes in this lease agreement may be made unless a written amendment setting forth the changes is executed by both parties; however, changes in the amount of rental may be made in accordance with HUD regulations and those provisions set forth in Section 6 herein without amendment. Changes in Schedules of Utility Allowances, Schedule of Maintenance Repair Charges, or Rules and Regulations which affect the Resident may be made without amendment provided the PHA has notified those Residents who will be affected by the changes by written notice, 30 days in advance, setting forth the proposed changes, the reasons for the changes, and advising those so affected of their right to make written comments concerning the proposed changes.

Comments received by the PHA will be taken into consideration prior to any changes being made effective. Any provision(s) of this lease agreement which is/are in conflict with or comes into conflict with any HUD regulation, federal, state or local law after this lease agreement has been executed shall be null and void without prejudice to any other terms and conditions contained herein.

This lease agreement is executed this \_\_\_\_\_ day of \_\_\_\_\_ by and between the

HOUSING AUTHORITY OF THE CITY OF HIGH POINT and the RESIDENT

By: \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

Title: \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

Addendums (As Applicable)

- 1 - Policy governing entrance to property of the Housing Authority of the City of High Point
- 2 - Pet Policy and Requirements
- 3 - Grievance Policy and Procedures

**ADDENDUM 1 TO DWELLING LEASE**  
**POLICY GOVERNING ENTRANCE TO**  
**PROPERTY OF THE**  
**HOUSING AUTHORITY OF THE CITY OF HIGH POINT**

**1. PURPOSE**

To assure a safe, secure, sanitary environment, free from disturbance, violence, and threats in compliance with 24 CFR 966.55 and all other applicable federal regulations.

**2. RULES**

Entrance to Property of the Housing Authority of the City of High Point (HPHA) is restricted to HPHA residents and authorized guests. Any individual who has committed crimes or other acts which constitute a threat to the health, safety, or general welfare of the residents of HPHA communities shall be prohibited from entering HPHA property and shall be considered trespassing. All identified trespassers' names shall be placed on a HPHA Trespasser List and HPHA residents shall be required to take all reasonable steps to exclude the named trespassers from the residents' home and HPHA apartment complex pursuant to these rules and the parties' lease. The criteria for establishing a HPHA Trespasser List shall be governed under these rules as follows:

**3. CRITERIA**

- A. Individuals who have committed crimes or other acts which constitute a threat to the health, safety, or general welfare of the residents of the HPHA communities will be identified as a Trespasser by the HPHA management staff and the High Point Police Department (HPPD) Housing Authority Officers.
- B. A "No Trespass Notice" will be issued to each individual identified as a Trespasser. The verbal or written notice will serve as notice to the individual not to enter or trespass on HPHA property in the future.
- C. Former HPHA residents who have been evicted for criminal offenses that threaten the health, safety, and peaceful enjoyment of other residents shall be issued a "No Trespass Notice" in writing by the HPHA Management Staff and High Point Police Department (HPPD) Housing Authority Officers.
- D. If the individual is a juvenile, a "No Trespass Notice" will be issued to the juvenile's parent or legal guardian.
- E. Each individual who has been issued a "No Trespass Notice" shall be placed on the Trespasser List and shall be provided with a Right to Appeal Notice.
- F. Residents must take all reasonable steps to exclude persons named as trespassers from the residents' home and the HPHA apartment complex as required by the Policy Governing Entrance to Property of the Housing Authority of the City of High Point and the lease agreement between the resident and the HPHA. Such reasonable steps require the resident to notify the HPHA and/or police in the event a trespasser is seen on or about the resident's home or the HPHA property. A resident's failure to follow these rules is grounds for termination of the lease and eviction of the tenant.

#### 4. APPEALS PROCESS

Either the named “trespasser” or any resident can appeal from a determination that a person is a trespasser. If an individual desires to appeal the issuance of a “No Trespass Notice” or desires to be removed from the Trespasser List, an appeals application must be filed with the HPHA as follows:

- A. Submit an appeals application to the Director of Management, Housing Authority of the City of High Point, 500 East Russell Avenue, High Point, NC 27260. An applicant must also provide a current criminal record check from HPPD and a report from a Probation or Parole Officer, if applicable.
- B. In extenuating circumstances and for good cause shown, the Director of Management may permit a named trespasser to visit a resident under certain restrictive conditions. Such extenuating circumstances may include (but are not limited to) the following: visiting a sick parent that is a HPHA resident or visiting the trespasser’s child. Conditions placed on the visitation may include (but are not limited to) the following: visiting only during business hours, checking in and out with the property manager, checking in and out with the police. Failure to abide by such restrictions subjects the trespasser to arrest and the resident to eviction. The decision to permit this restrictive visitation is discretionary with the HPHA.
- C. An appeals panel will review each appeals application. The appeals panel will consist of three (3) individuals, a police officer, a resident council president, and another person designated by the Director of Management. The panel will review each application and supporting documents and will make a recommendation to the HPHA Executive Director. The Executive Director’s decision is final.
- D. If an applicant has committed a criminal offense, he/she must wait the appropriate length of time with a clear criminal record after the probationary period, parole, or community service period has ended. A list of offenses and waiting periods are as follows:

<u>Offense</u>	<u>Waiting Period</u>
Drug Possession	3 years
Drug Possession with Intent to Sell	3 years
Violent Felonies/Felony Weapon Violation	3 years
Misdemeanor Assault	1 year
Trespassing	1 year
Other Misdemeanor (on HPHA property) Or Non-Violent Felonies	1 year
Lifetime Registration Sex Offender	Lifetime

- E. The Executive Director will render a written decision on all appeals applications and forward the decision to each applicant. The Director of Management will maintain a copy of all decisions. **The decision of the Executive Director is Final.**
- F. If an appeals decision results in a reversal, the applicant’s name will be removed from the Trespasser List.



## **ADDENDUM 2 TO DWELLING LEASE**

### **Housing Authority of the City of High Point High Point, North Carolina**

#### **PET POLICY and REQUIREMENTS**

The Housing Authority of the City of High Point does hereby recognize that residents and applicants have the right to request a copy of this Pet Policy and Requirements and upon compliance with same, request that their lease agreement be amended in order that they may keep a common household pet. This policy, other than the resident's obligation to maintain their premises in a clean, sanitary and safe condition, does not apply to animals which are used to assist the handicapped. Changes may be made to these rules by notifying all families which currently have pets or are eligible to have pets of the changes 30 days prior to their becoming effective.

1. The pet must be recognized by the PHA as a common household pet. The pet must be kept in the unit. These shall include domesticated, warm blooded animals such as a dog or cat. Birds and fish, so long as they are adequately cared for, their containers kept reasonably clean and in a sanitary condition, and in the case of birds, do not disturb other residents, may be kept by residents, whether elderly or non-elderly, without the consent of the PHA and without any other section of these pet rules being applicable. Poultry, ducks, geese, reptiles, such as snakes, lizards, etc., or exotic or unusual creatures such as tarantulas are not considered as common household pets.
2. No family, elderly or non-elderly, may have more than one pet per household.
3. Pets must be of reasonable size, manageable by their owner. As a general rule, pets must not weigh more than 25 pounds nor be of a breed that is known to exceed such weight at full maturity. For instance, a German Shepherd dog as a puppy would be within the 25 pound weight requirement, however, it is generally recognized that German Shepherd's grow to a weight exceeding 25 pounds at maturity, therefore, a German Shepherd would not be permissible, even as a puppy.
4. In the case of either a cat or dog, a pet deposit in the amount of one hundred dollars (\$100.00) shall be required. This may be paid in full at the time the lease is amended or at the election of the resident, a \$ 50.00 initial payment may be made, followed by 5 payments of \$ 10.00 each which will be billed to the resident at the first of each month after the lease is amended until the entire \$ 100.00 is paid. After an inspection of the premises has been completed, the pet deposit is subject to be refunded to the resident after the resident vacates the premises or removes the pet from the premises. From the pet deposit, reasonable expenses directly attributable to the presence of the pet on the premises may be deducted. Such expenses shall include, but not limited to, the cost of repairs and replacements and fumigation of the resident's dwelling apartment. Pet deposits shall be maintained in an interest bearing account. Accrued interest shall be added to a resident's pet deposit periodically and shall be subject to refund in accordance with other provisions stated herein.
5. Families where the head or spouse is *not* elderly or otherwise disabled as defined by the Housing Authority's Admissions and Continued Occupancy Policy will also be required to pay a non-refundable fee in the amount of \$ 100.00 to cover the reasonable operating costs to the community which relate to the housing of a cat or a dog.

6. The pet owner must comply with all federal, state, and local laws and regulations which apply to pet ownership including inoculations or vaccinations, licensing, etc. Prior to entering into an amendment permitting the keeping of a pet, the owner must present satisfactory evidence of inoculation and compliance with existing laws, including evidence from a Veterinary Clinic that the dog or cat has been spayed or neutered.
7. The pet owner must identify one responsible person, whose name, address, phone number, and signature are evidenced on a form provided by the PHA, who agrees to care for the pet in the event the pet owner dies or is unable to provide satisfactory care for the pet or fails to comply with these pet rules.
8. The pet owner must continually and satisfactorily maintain the premises under lease in a safe, sanitary, and clean condition. Pet owners shall be required to remove pet waste *from anywhere on the project premises* to a sealable bag (by tying, using “twist ties”, or otherwise) sealing the bag, and properly disposing thereof. Litter boxes shall be changed accordingly, as needed to maintain an odor free and sanitary environment. Generally, litter boxes shall be changed either twice a week or scooped daily.
9. The pet, particularly if it is a dog or cat, shall at all times be restrained with a leash and collar while on the project premises outside of the apartment or building in which the owner and pet resides. Pets housed in multi-family, hi-rise apartment buildings must not be permitted outside of their owner’s apartment unless they are being brought to the apartment from the outside of the building or are being taken from the apartment to the outside of the building. When the pet is being brought to or taken from the building, it shall be carried at all times while in the hallways, on the elevator, stairs, in the lobby areas or any other common area within the building. The pet may not be left unattended while outside the building on project grounds.
10. No pet shall be left unattended inside an apartment for a period of longer than 24 hours. Pets shall at all times be kept clean and sanitary and shall be provided adequate food and water for maintaining a healthful condition. Pet owners shall be required to promptly have their pet cared for by a licensed veterinarian at the first sign of illness or disease to the pet. At the expense of the pet owner, pets and apartments where pets are housed must be regularly treated for fleas, ticks, mites, or other parasites known to infest pets and pet habitats. Pet owners who fail to do so may become financially responsible for treating areas adjoining their apartment which become infested also.
11. Pets may not disturb other residents.
12. No pet shall be kept on the project premises that is considered vicious or a danger to the health or safety of other residents, their guests, or employees of PHA or it’s agents. Upon execution of the amendment to the dwelling lease, the owner of the pet assumes all liability to any damage, either property or personal injury, which the pet may cause, either directly, or indirectly.
12. Residents *may not temporarily* keep pets for other persons.

STATE OF NORTH CAROLINA

GUILFORD COUNTY

**ADDENDUM TO LEASE  
FOR  
PET OWNERSHIP**

This agreement entered into by and between the Housing Authority of the City of High Point (herein after referred to as the PHA) and \_\_\_\_\_ (herein after referred to as the Resident) have entered into an agreement to lease the apartment located at \_\_\_\_\_ does hereby amend that lease as follows:

The resident has read the PHA's Pet Policy and Requirements which are attached and incorporated into this addendum, has a full understanding of them, has complied with them or agrees to comply with them and therefore has requested permission from the PHA to keep a pet on the premises under lease to the resident.

The below information pertains to identification of the pet:

TYPE OF PET	NAME OF PET	PET BREED (IF KNOWN)
_____	_____	_____
AGE OF PET (IF KNOWN)	DATE OF RABIES VACCINATION	COLOR & DESCRIPTION
_____	_____	_____

In the event that the resident becomes incapable of adequately caring for the pet, for whatever reason, or if a serious violation of the Pet Policy and Requirements occur, such as a personal injury caused by the pet or a particularly unsanitary condition is caused by a pet, or if repeated minor violations of the Pet Policy and Requirements occur, the PHA will request and the resident will agree to remove the pet from the premises within a period of not to exceed 7 days. The resident understands and agrees that failure to comply with a request from the PHA to remove the pet from the premises accordingly shall be just cause for the termination of the resident's lease agreement.

The PHA reserves the right to modify the Pet Policy and Requirements from time to time and may do so by mailing or delivering to the resident a copy of the modified Pet Rules 30 days prior to their becoming effective.

In consideration of the resident's agreement to abide by this addendum, the PHA does hereby grant permission for the resident to keep the pet named and otherwise described above, on the premises so long as the resident's lease agreement is in effect.

This addendum is hereby executed on this the \_\_\_\_\_ day of \_\_\_\_\_, by and between:

_____	Housing Authority of the City of High Point:
Resident	_____
_____	_____
Resident	Title

To: Housing Authority of the City of High Point

By my signature evidenced below, I certify that I have read the Pet Policy and Requirements of the Housing Authority of the City of High Point and do hereby agree that I will accept the responsibility for removing the pet of \_\_\_\_\_ (herein after referred to as the pet owner) in the event that the pet owner is no longer able to keep the pet for whatever reason or in the event that the pet owner becomes deceased.

Name (Typed or Printed): \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Revised: \_\_\_\_\_

Housing Authority of the City of High Point

**MOVING TO WORK  
ANALYSIS OF RENT BURDEN**

Revised - July 1, 2001

**PUBLIC HOUSING**

<b>Description</b>	<b>No.</b>	<b>Average TTP</b>	<b>Avg Mo Adj Inc</b>	<b>Rent Burden</b>
All Families	1165	211.26	669.10	31.58%
Families Paying Flat Rent	99	441.31	1,809.27	24.39%
Non Eld Minimum Renters	280	100.00	136.31	73.36%
Eld or Disabled Min Renters	5	25.00	41.80	59.81%
Families w/Suspend Min Rent	4	0.00	0.00	0.00%

**SECTION 8 HAP**

<b>Description</b>	<b>No.</b>	<b>Average TTP</b>	<b>Avg Mo Adj Inc</b>	<b>Rent Burden</b>
All Families	1229	239.83	771.24	31.10%
Families Paying Flat Rent	0	0	0	0.00%
Non Eld Minimum Renters	171	100.00	135.31	73.90%
Eld or Disabled Min Renters	1	25.00	0.00	100.00%
Families w/Suspend Min Rent	0	0.00	0.00	0.00%

Notes

Minimum Rents: On January 2, 2000, the minimum rent was increased from \$50 to \$100. As of July 1, 2001, approximately 25% of the public housing families were affected by the minimum rent while 14% of the families assisted through the Section 8 program were affected.

### PUBLIC HOUSING TURNOVERS

Period	Units Turned Over	Due to Non Payment	Paying \$100 Min	Paying \$50 Min
1/1/1999 - 12/31/1999	423	123	40	0
1/1/2000 - 12/31/2000	411	135	7	20

Approximately 35% of the public housing units were turned over during each of the 2 years noted in the above table. Families that were required to move due to non payment of rent and other charges increased slightly from 1999 to 2000 by about 3%, however, the number of families that were required to move who were on the minimum rent actually decreased from 47 to 20. This most likely occurred due to the implementation of a hardship policy that addressed the eviction of families on suspended minimum rents.

### TRANSPORTATION EXPENSE

Effective 2/1/2001 each family who had one or more members with earned income OR where the head or spouse was enrolled in a training program, received a deduction for the family amounting to \$1,200 annually to offset transportation expenses. This amounted to a reduction in the monthly TTP of \$30.00.

Category	Pub Hsg	Sec 8	All
Receiving Transportation Deduction	364	541	905
Total Families Assisted	1165	1229	2394

Approximately 31% of all public housing families are receiving this \$30 per month reduction in rent. The annual cost of this deduction to the public housing program is \$131,040.

Approximately 40% of the families being assisted under the Section 8 program are receiving the benefit of this added deduction. The increased cost to the HAP is \$ 194,760.

**NC006**  
**Housing Authority of the City of High Point**

**Annual Plan - 2002**

**IDENTIFICATION OF RESIDENT MEMBER  
OF THE  
PHA'S GOVERNING BOARD**

Commissioner Mary W. Brown (Resident)  
208 Anaheim St Apt B  
High Point, NC 27262

Appointed by Mayor on May 18, 2000.  
Oath of office taken on June 14, 2000.  
Term to expire on December 22, 2003

Method of selection: Appointment by Mayor

**NC006**  
**Housing Authority of the City of High Point**

**Annual Plan - 2002**

**LISTING  
OF  
RESIDENT ADVISORY/RESIDENT COUNCIL BOARD MEMBERS**

- |     |   |     |   |
|-----|---|-----|---|
| 1.  | Ms. Lena Brown<br>600 Saunders Place, Apt. B<br>High Point, NC 27260-4029   | 11. | Ida Covington<br>932 South Road # A<br>High Point, NC 27260       |
| 2.  | Ms. Jacqueline McCray<br>510 Saunders Place, Apt. B<br>High Point, NC 27260 | 12. | Juanice Gibson<br>603 Granby Ave. # H<br>High Point, NC 27260     |
| 3.  | Mr. William J. Russell<br>1003 E. Russell Ave.<br>High Point, NC 27260      | 13. | Marjetta Wright<br>219 West Kearns Street<br>High Point, NC 27260 |
| 4.  | Sheryl Raleigh<br>624 East Russell Ave. # B<br>High Point, NC 27260         | 14. | Cynthia Marsh<br>1513 Rice Court<br>High Point, NC 27260          |
| 5.  | Emma Moore<br>1407 West Ave. Apt B<br>High Point, NC 27260                  | 15. | Chassie Bethea<br>411 Park St. # 1420<br>High Point, NC 27260     |
| 6.  | Mary Pyrtle<br>701 E. Green Drive # 707<br>High Point, NC 27260             |     |   |
| 7.  | Beulah Cuthrell<br>1919 Fern Ave.<br>High Point, NC 27260                   |     |   |
| 8.  | Jonathan Rogers<br>807 Leonard Ave.<br>High Point, NC 27260                 |     |   |
| 9.  | Alfonso Gill-Harper<br>1315 Dartmouth Ave.<br>High Point, NC 27260          |     |   |
| 10. | Dorothy Ingram<br>701 South Elm Street # 700<br>High Point, NC 27260        |     |   |



## **HOUSING AUTHORITY OF THE CITY OF HIGH POINT FAMILY SELF-SUFFICIENCY POLICY (FSS)**

### **GOALS/PURPOSE:**

To empower the underemployed and unemployed participating low-income families renting under HUD's Section 8 Assisted Housing and Conventional Public Housing Programs to obtain economic independence, self-sufficiency and ultimately independence from government assistance programs.

To use rental assistance as a stabilizing force to permit families to invest their energy in other efforts, including employment, education, and job training and/or retraining that is necessary to achieve upward mobility.

To provide collaboration between The Housing Authority of the City of High Point and local agencies in order to aid the FSS Participants in obtaining the services needed in order to become self-sufficient.

To execute a Contract of Participation with the FSS family. The Contract of Participation is an agreement between the HPHA and a participating family that specifies the provisions of the Family Self-Sufficiency Program.

**HOUSING AUTHORITY OF THE CITY OF HIGH POINT  
FAMILY SELF-SUFFICIENCY POLICY (FSS)**

1. To participate in the FSS Program and earn escrow, a person must be on a Public Housing Authority or Section 8 Lease.
2. Selection for the FSS Program will be made without regard to race, color, religion, sex, handicap, familial status, age or national origin.
3. Selection shall be in compliance with the rules and regulations for qualification for assistance under HUD's Section 8 and Conventional Public Housing Programs.
4. All FSS participants must sign a Contract of Participation.
5. Each FSS participant will have an Individual Service Plan, setting goals to be accomplished within the contract term.
6. Goals may be changed once within the first 60 days of applying for the FSS Program and/or once between the first and fourth year during the contract term.
7. The FSS Staff will strive to have monthly progress checks with the participants to encourage them to achieve their goals in compliance with their Contract of Participation and to ensure that the family has the support it needs to be successful in fulfilling their goals.
8. For each participating FSS family that is a recipient of welfare assistance, one goal shall be to become independent from welfare assistance and remain independent from welfare assistance for at least one year before the expiration of the term of the Contract of Participation.
9. The Contract of Participation is considered to be completed, and a family's participation in the FSS Program is considered concluded when one of the following occurs:
  - a. The family completes all of its obligations under the contract of participation on or before the expiration of the contract term, including any extension thereof; or
  - b. 30% of the monthly adjusted income of the FSS family equals or exceeds the published existing housing Fair Market Rent for the size of the unit for which

**HOUSING AUTHORITY OF THE CITY OF HIGH POINT**  
**FAMILY SELF-SUFFICIENCY POLICY (FSS)**

the FSS family qualifies based on the HPHA's Occupancy Standards. The Contract of Participation will be considered completed and the family's participation in the FSS program concluded on this basis even though the contract term, including any extension thereof, has not expired, and the family members who have individual training and services plans have not completed all the activities set forth in their plans; or

- c. The FSS family purchases a house.
- d. The HPHA may, upon review and approval of the Director of Economic Development or his designee, extend the term of the Contract of Participation for up to two years for any participating family that requests in writing an extension for reasons based solely on circumstances that are beyond the family's control.

10. The Contract of Participation is automatically terminated if the family's Section 8, or Public Housing assistance is terminated in accordance with HUD regulations. The Contract of Participation may be terminated before the expiration of the contract term, and any extension thereof, by:

- a. Mutual consent of the parties
- b. Failure of the FSS family to meet its obligations under the Contract of Participation without good cause, including in the Section 8 FSS program the failure to comply with the contract regulations because the family has moved outside the jurisdiction of the HA;
- c. The family's withdrawal from the FSS program;
- d. Such other act as is deemed inconsistent with the purpose of the FSS Program, or
- e. Operation of law

**HOUSING AUTHORITY OF THE CITY OF HIGH POINT  
FAMILY SELF-SUFFICIENCY POLICY (FSS)**

**THE ESCROW ACCOUNT**

- 1) The FSS family will not be allowed to receive any money from the escrow account for any purpose if they owe money to the HPHA, i.e., back rent, retro rent, loan.
- 2) After reaching an interim goal, the FSS family may receive, with the approval of HPHA, a portion of the escrow money for the purpose of continued education, auto repair or down payment on a house, up to a maximum of one half of its total escrow.
- 3) To receive assistance mentioned in #2 above for auto repairs, the FSS family must present at least two estimates with the name and address of the FSS participant as well as the name, address and phone number of the vendor, the nature of the repair and the amount necessary to repair the automobile. To receive assistance for continued education, the FSS participant must submit their name, the name of the institution they will be attending, the date(s) of attendance, and proposed course of study. Requests to receive a portion of the escrow account must be made in writing.
- 4) If the FSS family has not met any of their goals, they will not be eligible to receive any of the money in the escrow account unless they are buying a house. The money will be made available to them at the closing minus any monies that the family owes the HPHA.
- 5) A Section 8 FSS family must notify its FSS caseworker upon leaving the HPHA's jurisdiction and verify that they are actively participating in another qualified PHA's FSS Program within 90 days of the relocation or they will forfeit any escrow money in their account.
- 6) FSS case management will only be afforded to families who live in the jurisdiction of the HPHA.

## **SUGGESTIONS FOR GOALS**

### 1) *GET MY GED*

*Obstacles: Day Care, Transportation, and Money*  
*Solutions: Social Services, Family/Friends, HEART Van or Hi-Tran*

### 2) *CLEAN UP CREDIT REPORT*

*Obstacles: No job, No money, No budgeting skills, and No motivation*  
*Solutions: Find employment, Budgeting Classes, Consider the benefits*

### 3) *GET MY DRIVER'S LICENSE*

*Obstacles: Scared, No money, Previous fines*  
*Solutions: Relax and study, Pay fines, Get a job*

### 4) *WANT TO GET A JOB*

*Obstacles: Day Care, No job skills*  
*Solutions: Social Services, Family/Friends, Job Training*

### 5) *WANT TO GO TO COLLEGE*

*Obstacles: Money, Day Care, Time, Transportation and How to get Started*  
*Solutions: Check on financial aid or other forms of financial assistance, Social Services, Family/Friends, Work out a schedule, HEART Van, Hi-Tran, Seek Help from someone to guide you through the process. (Guidance Counselors)*

### 6) *WORK ON MY CREDIT REPORT*

*Obstacles: Money, Commitment, Good job*  
*Solutions: Budget my money, Be Committed, May have to work a second job for a while.*





# **MAINTENANCE PLAN**

**JANUARY 1, 2002**

**Housing Authority of the City of High Point**

**P O Box 1779, 500 East Russell Ave  
High Point, NC 27261-1779**





# **Maintenance Plan**

**For Fiscal Year Beginning**

**January 1, 2002**

## **CONTENTS**

1. Development Table
2. Maintenance Procedures
3. Lock & Key Policy
4. Disaster Plan
5. Hazard Inspection Procedures
6. Resident Emergency Procedures
7. Risk Management Plan
8. Safety Policy
9. Vacant Unit Turnaround Procedures
10. Window Air Conditioning (Installation Procedures)
11. Preventive and Cyclical Maintenance Schedule

# Housing Authority of the City of High Point

## Public Housing & Section 8 New Construction Development Table

July 23, 2001

Comp Prj#	HUD Prj Number	Prj Name, Address	Type of Units	0 BR	1BR	2BR	3BR	4BR	5BR	Total
600	NC006000	Administration Office 500 East Russell Ave	N/A	0	0	0	0	0	0	0
601	NC006001	Clara Cox Homes 602 E Russell Ave	Family	0	14	60	57	9	0	140
602	NC006002	Daniel Brooks Homes 1450 West st	Family	0	54	86	32	0	0	172
603	NC006003	Astor Dowdy Towers 701 E Green Drive	Elderly	42	56	7	1	0	0	106
604	NC006004	Carson Stout Homes 1900 Fern St	Family	0	0	14	68	58	20	160
605	NC006005	Beamon Courts Leonard & Price St	Family	0	28	20	12	0	0	60
606	NC006006	JC Morgan Courts Anaheim, Dartmouth, Brockett	Family	0	12	20	44	14	6	96
608	NC006008	Elm Towers 701 S Elm St	Elderly	60	80	10	0	0	0	150
609	NC006009	Juanita Hills Apartments 2701 Annmoore Cir	Family	0	44	66	12	14	4	140
611	NC006011	Springfield Townhouses 2750 Granville St	Family	0	0	0	0	0	0	0
612	NC006012	Scattered Sites "A" Various	Family	0	0	12	24	0	0	36
613	NC006013	Scattered Sites "B" Various	Family	0	0	38	5	0	0	43
615	NC006015	Daniel Brooks Annex II 300 - 312 Henley St	Family	0	0	28	0	0	0	28
617	NC006017	Scattered Site "617" Evergreen Ave	Family	0	0	0	19	0	0	19
618	NC006018	Scattered Site "618" Asbill Ave	Family	0	0	0	5	0	0	5
619	NC006019	Deep River homes Deep River Rd	Family	0	0	0	38	0	0	38
620	NC006020	Scattered Site "620" Kearns Ave	Family	0	0	4	25	0	0	29
		TOTAL PUBLIC HOUSING		102	288	365	342	95	30	1222
801	NC19 003020	Morehead Courts 401 Park St	Elderly	0	90	11	0	0	0	101

# MAINTENANCE OPERATION MANUAL

## EMERGENCY PLANS

The Maintenance Department Work Order Manual consist of Procedures for completing work orders, performing the written documentation, etiquette, how to set priorities, and identifying Emergency, Preventative, and Routine work orders. The first section will detail the priorities of the Housing Authority Maintenance Department. The second, mainly how to handle problem residents, non residents, elderly, and undesirable situations that may occur.

THE MAIN OBJECTIVE OF THE MAINTENANCE DEPARTMENT IS TO PROVIDE SAFE AND SANITARY HOUSING FOR OUR RESIDENTS. THE FOLLOWING LIST OF WORK ORDER REQUESTS ARE CLASSIFIED AS EMERGENCIES

The Maintenance Department must strive to complete all emergency, routine, and preventative work orders in a timely, efficient, and quality workmanship to ensure each resident has safe and sanitary housing.

### Priority 1, Emergency Work Orders

Any Emergency that may endanger the residents and pose a life threatening situation if not corrected immediately. Examples: Gas Leak, or resident smells natural gas.

PROCEDURE: Respond immediately to the location, evacuate every one from the house or apartment, Try to get information from the resident about the area of the gas, Do not use any electrical items (light switches, telephones, door bells, stoves or ranges,) but use the Soap Kit designed to locate gas leaks for gas lines on appliances, water heaters, and furnaces. If there is a continuous bubbling effect, then cut the gas off to the appliance, water heater, or furnace. Each item has an individual cut off switch for gas located at the lower area of water heaters, upper rear area of ranges, and lower rear area of furnaces. Once the gas has been turned off, turn the electrical power service off, and make sure the odor of gas is no longer in the air. At this point you have eliminated the life threatening situation. If you have been trained to repair gas supply line leaks, then you should proceed to repair the damaged gas line. Once the repairs are complete, turn the gas supply cut off switch to the on position and light pilot, monitor the system to make sure the odor of gas is not evident and the system is operating properly. If you are not trained to repair gas supply lines, call the Maintenance Department dispatcher and make a work order to repair gas supply line Tell the resident they may enter the apartment, but they cannot use the service where the gas leak was located. If the resident is not at home, leave a copy of the Work Order with a note attached indicating which appliance has been turned off and someone will be out perform the repairs. (NOTE) If at any time the odor of gas is still evident after turning off the supply lines, turn the gas off at the meter.

EXTERIOR GAS LEAKS: If you receive a call and smell the odor of gas outside, try to locate the source by listening for an air like sound. If the leak is on the meter, turn the gas supply line off for the meter. If the leak cannot be located, call your supervisor and so the gas line operators can be located to find the leak. If you cannot find an operator, call the Emergency line for Piedmont Gas 887-9350, the fire department 883-3374, or Tarheel Paving at 885-5154. You will need to stay on the scene to assist with any miscellaneous work until the leak has been repaired and all pilots have been restarted for Furnaces, Ranges, water heaters.

FLOODED APARTMENT: A flooded apartment should be responded to immediately. Once at the NO HEAT: No heat is determined an emergency if the temperature is 45 degrees and falling. Any calls at night during

the week or on Sunday nights after 11:00 p.m. can be worked the following working day. If an elderly resident calls in then respond to make the necessary repairs. If the repairs will exceed 1 hour you should leave 2 portable electric heaters and return the next working day for the repairs. In the event the temperature reaches the single digits then you should respond to all No heat calls 24 hours a day. No heat in the hallways, corridors and lobbies is not considered an emergency.

**NO POWER:** No power is not deemed life threatening, however the timely manner the call is answered may prevent residents from losing food in the Refrigerator, losing heat and lights, and security. At the following locations the apartments have outside breakers, 6-4, 6-5, 6-6, and 6-9. If you receive a call at these locations, check the outside breakers to see if they need to be reset before checking the inside breaker box. If more than one building experiences a power failure then you should call the City of High Point Electric Department at 883-3465 and assist them with notifying residents and entering apartments if needed. If the Main Breaker will not reset and this is the only apartment with problems call your supervisor or notify Electrical Contractor This is a voice pager and leave your name and a phone number where you can be reached. When he returns your call assists them with entering the apartment and makes sure the apartment is secured when the work is completed.

**VANDALISM AND BREAKINS:** These requests are not considered life threatening however it is important that the apartment is secured immediately for the protection of the residents and their belongings. If the door and jam has been damaged you should try to make the necessary repairs so the resident can lock the door and continue using the door. If the door and jam cannot be repaired, secure the door and if the resident has a rear entrance instruct them to use this door until the next work day. Instruct the resident to secure a Police Report for both Break Ins and Vandalism. Broken Windows, clean and remove all glass, inside and out, and use Plywood, brick nails or screws to secure the plywood. Take the window to Triad Glass for replacement the next working day. The work order should be completed for boarding the Window and another work order created to reinstall the repaired window.

**BREAKINS:** No work should be conducted until the Police Dept. has investigated the scene and released the building for repairs. Doors and windows should be repaired as mentioned in the Vandalism sections. Note: All Vandalism and Break in work orders shall be charged to the resident. Once a Police report is filed and the suspect has been to court and paid the court for the damages. The funds from the court are distributed to the Housing Authority then the charges for the repairs will be removed from the resident's records. The Maintenance Personnel who boards up or repair windows will be responsible for taking the windows for repairs, returning to reinstall the window after repairs, and fill out the work order. There should be two work orders for broken windows. (1) The first work order for Boarding up the window should be filled out when the apartment is secured as completed. The second work order should be created for reinstalling the window and should be classified as a Priority 4 work order. All Glass for windows has a particular code number for repairs. Check to make sure all of the stock numbers for glasses are entered on the work order correctly.

**NO AIR CONDITIONING:** There are three Elderly Hi-Rises that require 24 hour service for Air Conditioning. Astor Dowdy Towers, Elm Towers, and Morehead Courts. If the temperature reaches 80 degrees during the day or night will constitute an emergency for night and weekend emergency personnel. HVAC personnel will be scheduled for weeknights and weekends. They will answer Air Conditioning calls as emergencies and make sure all repairs are made accordingly. If repairs cannot be made, the HVAC personnel should have at least 3 spare units for each Hi Rise to change out in the event the unit cannot be repaired. During Extreme Heat, ( Temperature exceeding 95 degrees) Lobby, Corridor, and Hallway Air Conditioning will be classified emergency.

**REFRIGERATOR NOT WORKING** If the call is made during the day response time should be within the hour it has been called in. If the call is made during the week at night after 10:00 p.m. tell the resident do not open the doors, the food will normally stay cold for 24 hours and report the outage to your supervisor at the beginning of the next working day. If the outage is called in on the weekend, the Specialist on call should respond and repair the refrigerator. If the repairs cannot be made on the existing refrigerator, there are two spare refrigerators located at the Maintenance Building. Call your supervisor and request the Mechanic that

is on call to assist installing the refrigerator. If the request is on Sunday after 8:00 p.m. report to your supervisor on Monday morning. On holidays contact your supervisor and get permission to replace a refrigerator. Drain lines stopped up are not considered emergencies. If the refrigerator is not working due to obvious abuse from the tenant, make the necessary repairs and charge the resident. When changing out refrigerators at nights and weekends, be sure to document on the work order the tag, serial number, and location of each unit.

**ELEVATOR NOT WORKING** Call A.S.K. Elevator Service at 1-800-248-6119 and report the name of the Hi Rise, the address, left or right elevator, floor location of the elevator and a number where you can be reached to allow access to the building. If a resident is trapped on the elevator follow these steps: First go to the elevator control room and disconnect the power for the elevator, Second there is a key located at each fire alarm panel that will manually open the doors, Third Go to the floor above the elevator is disabled and open the doors. If the elevator is stuck between floors, open the doors so the person can see you and try to calm them and tell them assistance is on the way. If there is any doubt concerning the safety or well being of a resident call the Fire Department to assist you removing someone from an elevator.

**UNITS DAMAGED BY FIRE** If you receive a call concerning a fire in a unit, make sure you find out the address and immediately call the City of High Point Fire Department. Each Van has a fire extinguisher and should be used only with small fires. If the apartment has smoke discharging from the roof, windows, etc. then do not enter the unit. Go to the scene immediately and assist the Fire department securing the area. Do not enter the unit until the Fire Department has performed inspections and investigations. If the Fire Department has turned the power off or the gas then the unit must be secured so that no one can enter the apartment. Allow the resident to enter the dwelling and retrieve any necessary items. Then secure the building by boarding up the windows and doors. Notify your supervisor immediately and retrieve the electrical meter from the fire department. Get the Investigating officers name and tell him to fax a report to the HA at 887- 2414. The HA is not responsible for temporary housing. Inform the resident to stay with a family member or a friend. If this is not available, there is a guest room located on the first floor of Astor Dowdy Towers and Morehead Courts. The Open door shelter also has accommodations. Make sure no one can enter the apartment when the Fire Department releases the building to the HA. Check on the unit periodically to make sure no one has entered the unit. Make sure there has been no damage to connecting apartments.

**EMERGENCY GENERATOR FAILURE** If the power is interrupted and the emergency generator is not operating properly call Emergency Generator Service at 321-1480 and leave a phone number or a message for them to call you. Once they call, have a time and place to allow access into the Hi Rise. Stay at the site until the repairs have been made. NOTE: Remember the generators only control the lights in the hallways and the elevators. Morehead Courts will have only one elevator operating. If someone is stuck in the elevator at the time of the power interruption follow the procedures for Elevator not working.

**EVACUATION PLANS** In the event residents have to be evacuated, the community centers, Gyms, Day Care Centers, at each project can be used for temporary shelters. At the Hi Rises, the community rooms, auditoriums and cafeterias can be used for temporary shelters. In the event of a natural disaster call the local Red Cross at 885-9121 and inform them of the location of the shelter and the number of people who are currently in the shelter. If the phone lines are not working properly go to 2011 English Ave. and report the locations of the temporary shelters. There is an Emergency Disaster plan for each community. Once the temporary shelters are opened make sure someone from the Housing Authority monitors the facility all of the time. The temporary facilities are for Housing Authority residents only. These facilities do not provide food. They are for temporary shelter only.

**COMMODOES STOPPED UP** Commode stop ups are considered emergencies, unless the apartment has two commodes. After normal working hours, if the apartment has two commodes you should inform the resident to use the other bathroom and will have someone to come out the next working day. If the resident calling only has one commode then you should go out and correct the problem. If the Commode is stopped up due to tenant negligence, then you should indicate a charge on the work order. Note: If you get a call

from one of the Hi-Rises you should proceed to correct the problem. Try to find out as much information about the problem from the resident. Sometimes the problem is related to repairing the commode instead of just unstopping the drain line. Once the problem has been eliminated, flush several times to make sure the commode is working properly. The three major problems with commodes are (1) Chain for the flapper, (2) Commode Handle, (3) Fluid master. Make sure you turn the water off before performing any work to the interior of the commode. Remove any water from the floor with a wet vac or a mop. Use precautions with handling exterior commode parts. It is recommended you use rubber or latex gloves to prevent contact with possible contagious diseases. Always clean up after your work has been completed.

## **Priority 2, Urgent Work Orders**

Priority 2 work orders are defined as urgent, Repairs resulting from situations that create extreme hardship or inconvenience for residents of if not corrected could develop into a hazardous situation. Repairs will be made in the same day in which the request for the repairs is received.

E45 Rpr Ele Svc Panel  
M52 Rpr/Rpl Smoke Detector  
U58 Rpr Sewer Service  
U74 Unstop Sewer Main  
U77 Unstop Sewer Service  
U83 Rpr, Water Main  
U86 Rpr, Water Service  
R20 Rfrg, Freeze up  
R24 Rfrg, Control

**SMOKE DETECTOR REPAIR/REPLACE** Smoke Detectors are considered a very urgent work order. Smoke Detectors should be tested for proper operation each time you enter an apartment. If the smoke detector is not working, remove the head and check to make sure the wiring is secured to the detector. If there is dust accumulated on the head remove clean this area out thoroughly. All Smoke Detectors have test buttons. After reinstalling push this button to check for proper operation. If the Detector does not work then install a new detector and perform a test. If the new detector does not work, then there is probably an electrical problem. Contact your supervisor immediately and inform him you may need an electrician. NOTE: Smoke Detectors are considered a high priority with the Housing Authority of the City of High Point.

**MAIN LINE AND SERVICE LINE STOP UPS** Main Line stop ups are considered urgent and response time is very critical. Most main sewer lines have clean out plugs located in the front yards. When you arrive at the apartment determine which apartment the problem is located. Go to the nearest clean out plug and remove the cover. This should eliminate the real emergency of sewage backing up in the apartment. Next, go to the apartment and remove any water or sewage from the floors using a wet vac, protective gloves, hot water and disinfectant. If this occurs on the weekend or night, treat the area around the clean out plug with lime and caution the resident on allowing their children to play in this area. Make sure you contact your supervisor the next working day about the Main Line stop up. If a Main Line stop up occurs during normal working hours, call your supervisor immediately, remove the clean out plug and remove any water from the apartment. Sometimes there are two or more apartments serviced by one Main Line. Make sure you communicate with the other apartments to refrain from using any of the toilet, sinks, and wash machines until the problem has been eliminated. Explain to them the closest apartment to the clean out will become flooded and their cooperation would be appreciated. Most Main Line stop ups can be unstopped by entering the clean out with a ½ inch cable with a cutter head of a Roto Rooter. If the water in the clean out begins to descend from the clean out the problem has been corrected. Place the clean out cap on the clean out and install lime in the area or the clean out. Check the apartments to make sure there are no other problems before leaving. If these procedures do not correct the problem check the nearest Man Hole to see if the problem is related to the City of High Point Service Line. Call 883-3111 and inform the City of the problem. Be sure you emphasize the problem is located in the street at a Man Hole. The City will not enter private property.

**HIGH RISE MAIN LINE PROBLEMS** Hi Rise Main Line stop ups are very important due to the design of the waste lines at each building. Example: Kitchen Sink stop ups at Astor Dowdy Towers on the 2ed floor apartments need to be repaired immediately. When a stop up occurs on the second floor the kitchen sink water from the apartments above will enter the units on the second floor through the kitchen sink. This will cause major flooding problems. First, go to each apartment above the apartment effected and tell the residents to refrain from using the kitchen sinks until you notify them. Remove any excess water or debris from the apartment on the second floor. At Astor Dowdy Towers, there are cleanouts for the kitchen sinks located in the hallways and some are located under the kitchen cabinets. Use a hand auger or the small Orange Roto Rooter with the 75 ft. cable. Option 2, At the kitchen sink on the second floor, use a plunger and hold something on top of the other sink drain. Sometime the pressure from the plunger will unstop a kitchen sink. At the conclusion of the job, make sure you notify the residents on each floor above the stop up they can use there kitchen sink. CAUTION! Before performing any work on kitchen sink stop ups, make sure you ask the resident about using drain cleaners, Clorox, or anything else. These chemicals can cause severe damage to the Roto Rooter Cable and can possibly cause burns if contacted by the skin, eyes, and inhaled. SAFETY Make sure you are wearing a long sleeve shirt, protective eye glasses, rubber gloves and a protective face mask, if available. Clean and Sanitize area!

**REPAIR WATER SERVICE** If there is a call for no water in the apartment check the following areas for problems (1) Find out if the water problem effects the entire house. (1) Check to make sure other apartments in the area have water. If they do, (2) go to the main water cut off and turn off and turn on. Then check to see if the water is working in the house. (3) If this doesn't correct the problem, check under the house or the yard for possible leaks or freezing pipes. ( If the apartment has an individual meter, check to see if the meter is moving while the water is turned off. If it is, moving then there is a leak somewhere between the meter and the apartment. (4) Before trying to turn the water back on make sure you have turned the faucets in the apartment to the on position to prevent the aerators from clogging with sediment. NOTE: If the other apartments do not have water then call the Emergency number for the City of High Point water department (883-3456). They may have the water turned off for a reason. If not, give them the address and tell them the area that does not have any water. (LEAKS) If there is a leak under the house and you cannot turn the water off without effecting other apartments, you may want to consider leaving the water on until the next working day. If the leak will cause damage to the structure or inconvenience for the resident, you will need to turn the main water supply off. If the leak is underground, you on the exterior you may want to wait until the next working day to dig the line up and repair the leak. The following locations are main water valves for the Committees.

Clara Cox	613 Park Street 642 Russell
Daniel Brooks	1409 West 331 Henley
Astor Dowdy Towers	Park Street at the curb
Carson Stout	Corner of Meredith and Fern. Corner of Brentwood and Drew.
Beamon Courts	801 Leonard
J.C. Morgan Courts	1811 Brockett, 1319 Dartmouth
Elm Towers	Maintenance area in the basement
Juanita Hills	2701 Annmore, 909 South Rd. 2805 Moreland
Scattered Site A	Individual Meters
Scattered Site B	Individual Meters
Daniel Brooks Annex II	300 Henley

**REFRIGERATOR LEAKING WATER** On most instances the drain line will be stopped up and causing water to leak around the bottom of the refrigerator or inside the refrigerator. In most cases this is not classified as an Emergency or Urgent work order request. If this occurs on a Friday night or extended holiday time, you will need to call the Maintenance Specialist on call and have him to check this problem. If the refrigerator is leaking water on the inside call the Maintenance Specialist on call and have him to check the unit at his earliest convenience.

**REPAIR ELECTRICAL SERVICE PANEL** This section is mentioned in the Emergency Section of this manual. The only two services Maintenance Employees will perform on Electrical service panel is (1)

Resetting a Breaker and (2) turning the power off to repair an outlet, light switch, light fixture, water heater, garbage disposal, range hood. THERE WILL BE NO WORK PERFORMED ON THE INSIDE OF THE ELECTRICAL PANEL. If an apartment has a power failure due to a faulty service panel, call the Electrical Contractor on 24 hour call, Jackie McDonald Electric at (Voice Pager) 886-0482 leave a short message when you hear the tone, preferably the phone number where you can be reached. NOTE: If a transformer is shorting out or not working call the City of High Point Emergency number for Electrical repairs.

(883-3111). Secure the area, until the City Electrical crew or an electrician can eliminate the problem. ROOF LEAKING WATER If this call is made during normal work hours the Maintenance Personnel should use the following procedures:

- (1) Go the address of the apartment and assess the severity of the problem.
- (2) Determine if the leak is minor or major.
- (3) If it has been determined this is a minor leak, use an empty container to prevent water from leaking on the floor of the apartment. Examine the roof for evidence of cracks, defective shingles, missing shingles, nails not secured to the shingles and sub roof, check flashing around all vent pipes, ridge cap or ridge vent,
- (4) If the shingles have are not in place check the storage shed at Beamon Courts Community for replacement shingles.
- (5) If the shingles are torn or not in place remove and install replacement shingles,
- (6) If the shingles are not torn, you probably can install additional nails and eliminate the problem.
- (7) If there is a crack in the existing shingles, you can use Roofing Tar. Most of these products can be applied while it is raining.
- (8) If the interior ceiling is sagging and looks dangerous inform the resident do not enter this room until work has been completed to assure the room is safe. The Maintenance Personnel should assist the resident in moving any items from the room they will need to use.
- (9) The major repairs should be performed the next working day.
- (10) NOTE: If the ceiling has already fell, remove all wet sheetrock, insulation etc. and place some clear plastic polyethylene on the ceiling for temporary security against additional moisture from entering the room.
- (11) If this occurs at the Hi Rise, allow the resident to use the guest rooms.

### **PRIORITY 3, Priority Work Orders** (Response Time 24.00 hrs Complete 72.00 hrs)

Priority 3 work orders are resulting from situations, which may be an inconvenience to the resident, but will not likely develop into a hazardous situation. Repairs will be made as soon as practicable, but in no case later than 5:00 p.m. on the first business day after the request for repairs are received. The following list of work order request are considered Priority 3

H05 Air Hndlr, Rpr Furn  
P50 Unstop Bathroom Sink  
H10 Control, Rpr Furnace  
P54 Unstop Commode  
H15 Electrical Rpr Furnace  
P56 Unstop Kitchen Sink  
H40 Motor, Rpl. Furnace  
P63 Water Pipe, Rpr  
H55 Thermostat, Rpr Furn  
R43 Rfrg Electrical Rpr.  
K15 Lock, Rpl, W/new door  
R57 Rfrg Sealed Sys, Rpr.  
K21 Locks, Vac Unit Door



UO3 CP Gas Main Rpr  
P30 Commode Tank, RPL  
P15 Commode, Rpl

#### **Priority 4, Routine Work Orders** (Response Time 168.00 hrs Complete 192.00 hrs)

Requests initiated that are not otherwise classified as emergency, urgent, priority, or preventive are classified as routine repair requests.. These repairs will be performed in accordance with a schedule developed by the maintenance superintendent. Generally, routine repairs will be performed within 8 calendar days from the date of request.

#### **Priority 5 - Preventive Maint. Work Orders** (Response Time 526.00 hrs Complete 720.00 hrs)

Those repairs, inspections, and replacements that are scheduled on a defined cycle and are not otherwise initiated by a tenant request. Generally, preventive maintenance work orders shall be completed within a 30 day period.

### **UNIFORM REQUIREMENTS**

The Housing Authority will provide a uniform for each Maintenance Employee. The uniform consist of a hat, shirt and pants. The employee is required to wear the uniform at all times while on duty for the Housing Authority. Each Uniform should have a Housing Authority patch and the employee's first name. If the uniforms are damaged, no longer fit, or need altering, contact the purchasing agent for the necessary alterations. The uniform should be worn while on Emergency Night Call. Maintenance Employee's will not wear the Housing Authority Uniform during off duty time. The uniform is designed for identification of a Maintenance employee. If any part of the uniform is lost or damaged due to negligence by the employee, he or she will reimburse the Housing Authority for the value amount by the Uniform Rental Company. No employee will wear another employee's uniform. If the Maintenance employee voluntarily separates his/her employment or is terminated he/she must turn all uniforms before the final payroll check is written. Any shortages of the uniforms issued will be deducted from the final payroll check.

### **VEHICLE REQUIREMENTS**

Maintenance Employees that are assigned vehicles will have the following responsibilities: (1) Operate the vehicle by the laws of the State of North Carolina. The seat beat must be worn at all times. (2) Report any problems with the operation of the vehicle to your supervisor immediately and do not operate the vehicle until the necessary repairs are completed. (3) Maintenance Employees should check the following areas of their assigned vehicle daily: Oil, transmission Fluid, water level, power steering fluid, battery, belts for wear or loose fitting, tires for wear and air pressure, brakes for proper operation, adjust mirrors, check lights and turn signals for operation, seat belt, and mileage. The Mileage sheet will be filled out daily and remain in the vehicle at all times. If you find a problem with any of the above daily inspections, notify your supervisor immediately. The Standard wear for tires is One Quarter of an inch of tread. This is measured by placing a rule in the tread of the tire. If the tread is One Quarter of an inch or less, then schedule to replace the tire. (No Recaps will be used on HPHA vehicles). The Interior and exterior will be kept clean by the assigned Maintenance personnel. Routine inspections will be performed by the supervisor on each van. The vehicles shall be locked and secured at all times. The Maintenance employee will be responsible for all the contents of the vehicle. If there is parts, supplies, tools stolen or missing, or vandalism, the maintenance employee should call his supervisor immediately and call the Police for a report.

### **VEHICLE ACCIDENTS**

- (a) Notify the Police immediately,
- (b) Notify your supervisor, If a wrecker service is required call Buck's Wrecker Service,

- (c) Make sure you cooperate with the investigation officer and find out his name and what time you can pick up an accident report at the Police Station.
- (d) If injury occurs, have someone to notify designated Insurance Company and file a workers compensation claim.
- (e) If there is vehicle damage you should notify your supervisor, notify the insurance company and get an estimate from a local body repair shop.
- (f) You will be required to have a drug analysis performed on all vehicle accidents.
- (g) If the vehicle cannot be driven, your supervisor will make arrangements for another vehicle to be used.

Reporting citations: If your license is revoked and/or suspended for any reason, you must notify your supervisor immediately. You will not operate a HPHA vehicle while your license is revoked or suspended. If your job classification requires you to operate a vehicle and your license has been suspended or revoked you may be placed in a position that does not require a driver's license. If this position pay scale is less than your normal rate your hourly rate will be adjusted for that position until your license is reinstated.

Standard Vehicle Supplies: Keys (The keys must be checked in and out every working day, unless you are on Maintenance emergency call). The registration and insurance information is located in the glove compartment. Each vehicle will be equipped with a fire extinguisher, spare tire, wooden shelves for storage, the necessary tools to perform all Maintenance work, seat belts, for each passenger seat, back up or reverse alarms, permanent license plate, HPHA decals for each door, designated number for the van, and a safe driving notification sticker.

General Vehicle Rules and Regulations: The Maintenance employee will not allow anyone else to operate their designated vehicle unless authorized by their supervisor. All Vehicles must be locked and secured at all times. Vehicles will not be left unattended while the engine is running. Only HPHA employees will be passengers in vehicles. No employee will be a passenger in a vehicle unless they have a designated seat with a seat belt. No family members, hitch hikers, friends, or non-HPHA employees will be permitted to ride in the vehicles. THE MAINTENANCE VEHICLE WILL BE USED FOR HOUSING AUTHORITY BUSINESS USE ONLY. The Maintenance employee will not use the vehicle for any personal use except for acquiring lunch during the designated lunch break. Maintenance vehicles will be parked in designated parking areas while performing any work. VEHICLES WILL NOT BE PARKED ON ANY OF THE GRASS AREAS, CURBS AND SIDEWALKS. The vans will not be used to pull trailers, transport explosive materials or exceed any load limits set forth by the manufacturers recommended load limit.

## **EQUIPMENT AND TOOLS**

All Maintenance Personnel will be issued the necessary equipment to perform all duties assigned. When the Maintenance Personnel are issued tools and equipment they will be asked to sign an inventory sheet and will be responsible for the items. If the tools or equipment is stolen you must contact a police officer and file a report. If tools or equipment are lost you must notify your supervisor immediately, also notify the purchasing agent. If the tools or equipment are worn beyond use, bring them to the purchasing agent for a new replacement. All equipment and tool requests must be approved by the Maintenance Supervisor. If you borrow tools or equipment from other Maintenance staff and do not return these items, you will have to reimburse the Housing Authority for purchasing a new tool or piece of equipment. Some tools and equipment are checked out from the purchasing department.

These must be returned when you have completed using the items.

- (1) If tools or equipment are stolen from your vehicle and forcible entry cannot be proved then you will be responsible for reimbursing the Housing Authority. (KEEP YOUR VEHICLE LOCKED AT ALL TIMES)
- (2) If tools or equipment have been broken due to employee negligence and proven by the HPHA the costs of these items will be deducted from the next payroll check.
- (3) Each tool and piece of equipment has a designated inventory tag number. Inventory is checked annually for these items. If an item is checked out to a Maintenance employee and found missing during inventory he/she will reimburse the Housing Authority for the updated costs of replacing the item.

- (4) Tools and equipment will be used for Housing Authority work only. No employee will use HPHA equipment and tools for personal use.
- (5) If any tools or equipment are deemed not sufficient for completing a job contact your supervisor.
- (6) Tools, equipment and materials purchased from outside vendors must be approved by your supervisor and P.O. number issued to the vendor by the Purchasing agent.
- (7) A Maintenance employee without proper training will operate no equipment or tools. The employee should read all the manufactures requirements for operation and safety. If the employee is unable to read he should contact his/her supervisor.

## WORK ORDERS

Each employee will be required to fill out a two part work order form for each service completed. The Maintenance Supervisor will issue the work order to designated employees. Work orders are issued by the qualifications of the designated employee to complete the work. The yellow copy will be left at the residence at the completion of the work. The work order will have the following information:

- (1) The designated address of the work order request and residents name
- (2) Time and date the work order was called in to the Maintenance
- (3) A brief summary of the work requested with a designated Code Number
- (4) Condition of the Apartment, Last Inspection Date, Bedroom size
- (5) Housing Manager, Date work order is overdue, Test Smoke Detector

The Maintenance employee is responsible for the sections Description of Repairs, SVC, CHG, EMP#, OT?, PARTS, QTY, UM, PART NUMBER, DATE BGN, DATE END, TIME BGN, TIME END, SIGNATURE OF RESIDENT.

**DESCRIPTION OF REPAIRS:** This area is designed for employee to briefly described the work performed in a unit. If there is more than one work item each should be listed Example: Repair Commode, Repair bathroom faucet, Replace burner on range, etc.

**SVC :** This area is designated for a code for the service listed. Example : Description of Repairs is Clean Tenant's Yard the SVC # LO4 There is a SVC code sheet in the Maintenance office that list all of the Services and their codes.

**CHG:** This section is designed for the Maintenance Employee determines there should be a charge for the work requested. Example: If the Maintenance Employee has a work order request for repair holes in the walls. This will probably be a charge to the resident. Place the letter Y for Yes to charge or N for No Charge to the resident. If you have any questions concerning a charge call your supervisor.

**EMP# :** This section is designated for the Maintenance Employee to fill in his Employee number. Example 0438

**TIME:** The section is designed for the employee to list the actual time for each service request completed. Example: One Hour - 1.0 , Thirty Minutes - .50 Fifteen Minutes - .25 One Hour and half - 1.50 etc.

**PARTS:** This section is for the listing of parts used for the service listed on this line. Example: Repair Commode Part listing would be for example Fluid Master, Flapper, Commode Handle,

**QTY -** Is short for Quantity. If there was two of the same parts used for the work order request, then the employee should write the number 2 in this section. NOTE: Make sure you keep the parts used with the Service indicated in the Description of Repairs. This is important when key punching the info.

**UM:** Unit of Measure, mainly for number of linear ft. of Baseboard used, **PART NUMBER:** This section is designated for a part number for the actual part used for correcting the service request. Example: Each Part checked out of the warehouse will have a part number assigned. This number is very important for inventory purposes. Each Part used must have a part number. Example: If you use two or more of the same part list the number of parts used in the QTY section and one part number.

**DATE BGN:** Located at the bottom right corner is the date the work actually began. Example: 10-21-97

TIME BGN: Would be the actual time the work started or when the Maintenance Employee is en route to the job. Example 08:30

DATE END: Place the date the work is actually completed. Example: 10-21-97

TIME END: This section is designated for the time the work was completed or the time the Maintenance Employee is in route to the warehouse, next job, or parts house. Example 09:30

COMMENTS: This section will have a note for describing the work actually requested. Normally this is a chargeable service, means in most cases the employee should enter the letter Y in the CHG column for a charge. Or this section may have a note saying Normally this is not a chargeable service. If this is not a chargeable item, then the Maintenance Employee would be place a N for No Charge to the resident.

## **NON-COMPUTER GENERATED WORK ORDERS**

These work orders are created on site by a Maintenance staff and is filled out on a blank order request. These work orders are primarily for Employees on Emergency Night Call. The information required for these work orders are: (1) Address, (2) Repair Service required, (3) Description of Repairs, Svc, Chg, Emp#, Time, OT?, Parts, Qty, UM, Part Number, Date Bgn, Time Bgn, Date End, Time End and Resident Signature. If the emergency was abated, but the repairs was not completed the employee should note this on the work order. Once the work has been completed, the Office Manager will enter the information into the computer as a new work order and install the actual dates of the service. NOTE: If the work completed is during normal working hours, holidays or weekends, you place a check mark in the OT? column.

All overtime work orders should be turned in on the next working day. This is to allow the Office Manager to create a work order number and list the number on the Maintenance Employee's time card. NOTE: The Maintenance Employee must leave a copy of the Non Computer Generated Work Order with the resident when the work is completed. If no one is at home, place a copy of the work order at the front entrance door. Maintenance employees will not respond to a non emergency request after hours or on weekends unless authorized by a supervisor.

## **QUALITY CONTROL**

The Housing Authority strives to perform the highest level of quality workmanship in the Maintenance Division. Quality Control Measures have been proven to be the catalyst in assuring our services exceeds our expectations. The following Quality Control measures will be used by the Maintenance Supervisor: (1) The Supervisor will randomly select completed work orders by each employee. (2) He will check the work order for general information, codes, times and dates. (3) The Supervisor will then go to the address of the work order and check the actual work for quality workmanship. (4) The Supervisor will then interview the Resident for comments concerning professionalism of the Maintenance Employee, courtesy, did he/she announce they was with the Housing Authority, did he/she explain the repairs, was the resident satisfied with the repairs, did the Maintenance Employee and did he/she leave a copy of the work order.

At the conclusion of the on site inspection the supervisor will evaluate the results of the questionnaire. The Supervisor will then rank the categories with a grading scale of Excellent, Good, Fair, or Poor. On the two categories ranked Fair and Poor the supervisor should consider additional training either in house, Vocational School, Community College or other Housing Authority. The Supervisor should schedule a day to ride with this employee, observe and offer suggestions on his performance. This procedure should be administered to all Maintenance Employees at least once annually. Each meeting concerning Quality Control Measures should be documented and signed by the Employee and his Supervisor.

## **WORK ORDER COMPLAINTS**

The Supervisor should follow the same steps mentioned in the Quality Control section of this manual. The Supervisor must determine if the complaint is legitimate by questioning the resident exactly what was said and try to find out the root of the problem. The Supervisor should also question the Maintenance Personnel involved about the time they was in the apartments, how and what did the resident say to them word for

word. Sometimes the root of the problem is determined by the resident already having problems with the Housing Authority. In other words, check with the manager to see if they owe any money to the HA. The resident may be having a bad day due to personal reasons. In any case, the Maintenance employee should handle him/herself in a professional manner. If a resident continues verbal abuse, try to finish the job and do not enter into a conversation with the resident. Once the work has been completed, fill out your work order and leave a copy in the apartment. Document on the work order the words used. If a resident issues a threat, do not communicate with the resident. Calmly leave the apartment immediately and contact your supervisor. If you walk into an apartment full of people and illegal activity is evident, calmly leave the apartment and tell the resident you will return at another time. Document this on the original work order. Contact your supervisor and report the details of the illegal activity. Anytime a Maintenance Employee feels he/she is in a dangerous environment or situation he/she should leave the premises immediately. If a Maintenance employee witnesses an illegal activity he should evacuate the area and call the Police at 883-3224.

If the Supervisor's investigation indicates the Maintenance Employee is at fault then the Supervisor can issue an oral warning for the first incident. If this is the second incident, the supervisor can issue a written warning and a probationary period not to exceed one year. Multiple problems can result in suspension or termination of employment. The Supervisor may want to schedule work orders for this unit to another Maintenance personnel.

## **RESIDENT COMPLAINTS THEFTS**

If a resident calls in a complaint concerning items missing from their apartment the following procedure should be followed:

- (1) Tell the resident to notify the Police Department.
- (2) Verify who was last Maintenance person in the unit.
- (3) Find out what was missing from the resident's apartment.
- (4) Find out if the Maintenance personnel left a copy of the completed work order.
- (5) Find out who the investigating officer will be and forward all available information.

The Housing Authority will not reimburse any resident unless the employee has been convicted of the said crime or he/she voluntarily admits taking items from the apartment.

## **DAMAGES TO RESIDENTS PROPERTY**

If a resident claims a Maintenance Employee damaged something in their apartment use following procedure:

- (1) Request a description of the items broken,
- (2) Research who was the last Maintenance Employee in the apartment,
- (3) Interview the employee concerning where he/she was working at the time of the incident,
- (4) what type of work he/she was performing,
- (5) Find out if there was any witnesses
- (6) Try to determine if the work performed is related to the incident, Example: Was the work in the same room, was there any children in the area of the incident, did the Maintenance Person notice the items already broken.
- (7) If there is indicators of the Maintenance person being at fault the supervisor should take the broken items and get prices from local vendors for reimbursing the resident. NOTE: Always write a check to the resident, have them to sign a release statement of continued liability, and retrieve the broken items. Caution the Maintenance person concerning being extra cautious working in Resident apartments. Also warn the employee that he will be responsible for any further damage request that is proven to be

he/she fault. In the event, there is no real evidence the Maintenance Personnel was responsible for the incident, the supervisor should contact the resident and explain the outcome of his investigation.

## **OTHER DAMAGE REQUEST**

The Housing Authority does not bear responsibility for damages to carpets, furniture, clothing and other household items due to negligence from another resident. In most apartments the sewer and waste line services are installed back to back. If one apartment has a stop up it will sometimes effect the adjacent apartment. The Housing Authority will be only responsible for removal of any water from the adjacent apartment. The Housing Authority will not be responsible for cleaning carpet, removal of carpet and/or replacing any carpet. This is covered in the Housing Authority Dwelling Lease. NOTE: If there is evidence of negligence by a resident in this situation there should be a charge for all labor and materials. In all damage requests, the Maintenance Personnel should contact the manager. This resident may owe the Housing Authority money, there may be a problem resident or they may just need money. Authorization of any payments to residents for damages must signed by the Executive Director, Asst. Executive Director, or the Director of Operations.

## **UNIT INSPECTIONS REPAIRS**

The Managers will perform unit Inspections and a copy of the work requested would be forwarded to the Maintenance Department. The Office Manager will create a work order and forward to the Maintenance Supervisor. The Maintenance Supervisor will analyze the work requests and decide if there are any work that is deemed to be Priority 1, 2, or 3. If there is a High Priority work order the Supervisor will then make a separate work order and schedule immediately. The other work as a result of the Unit Inspection will be scheduled at a later date.

Procedure for scheduling routine Unit Inspections repairs:

- (1) A two day notice must be issued to the resident before any work begins.
- (2) The Maintenance employee will check the following items in each apartment and document on the work order. Check Smoke Detector, Fire Extinguisher, Furnace Filter, Check under kitchen cabinets for leaks, Check for commodes running, Check all faucets Electrical outlet covers and light switch covers, Check all lights, Check the range for cleaning (If range appears to be a hazard cut the gas or electricity and leave a note for the resident to clean their range). In the note make sure the resident calls the Maintenance once the range has been cleaned.
- (3) Once the work as been completed, the resident should sign the work order and leave them a copy. If the resident is not at home leave a copy of the work order in the door.
- (4) On all repairs deemed to be resident damage, the resident should be charged for labor and materials for that service. Place the letter Y in the column for charge.
- (5) If the resident is a poor housekeeper, then document the Inspection Sheet and schedule a follow up Inspection for 10 days.
- (6) If the apartment is infested with roaches, schedule the extermination of the apartment with the contractor performing the work on a continuos bases. NOTE: You should consider exterminating the other apartments in the building to eliminate the problem totally. If the resident continues to exhibit poor housekeeping implement lease termination procedures.

The Inspection Sheet consists of 6 pages and should be completely filled out before exiting the apartment. If there is only one copy of the inspection, leave a note indicating the apartment has been inspected and the HPHA will mail a copy of the inspection to the resident. NOTE: If the Inspector notices any illegal activity during the inspection, he/she should contact his/her supervisor. All information will be held in complete confidentiality.

The computer on a monthly basis can generate the Unit Inspections schedule. The Report will list the last date the unit was inspected, the address, and the resident's name, Inspection rating, if the unit is overdue for inspection and vacant information.

## **EMERGENCY NIGHT CALL SCHEDULE**

The Maintenance Supervisor will post the emergency night call schedule on January 1 for the entire year. The Maintenance personnel are expected to work on their schedule times and must notify the Maintenance Supervisor for any rescheduling. Each Maintenance personnel on Emergency call will be expected to work Monday night through the following Monday morning at 8:00 a.m.. If any holidays fall on normal work days the Maintenance personnel will answer Emergency request, as defined in the first section of this manual. The Maintenance personnel will receive Time and a half for any work during holidays, weekends and holidays. All overtime work must be documented on a blank work order form. When a Maintenance person works a holiday he will take another day off in the same pay period.

The Maintenance personnel on call will be responsible for the following items:

- (1) Digital Pager,
- (2) Cellular Phone, The Cellular phone if for business only
- (3) Emergency Phone number list,
- (4) Their designated vehicle, NOTE: The vehicle is for Housing Authority business only.
- (5) wet vac,
- (6) necessary tools for all emergency repairs,
- (7) uniforms, Note: All Maintenance employees must wear uniforms on emergency call,
- (8) No one will be allowed to ride in the HPHA vehicle unless authorized by the supervisor.
- (9) In the event there is a personal emergency the Maintenance personal on call must notify his/her supervisor immediately.

Contact the Emergency Answering Service and give them information on who will be taking the calls. NOTE: There will be designated backup personnel for each week.

## **PAINTING**

The Housing Authority requires all personnel working in an apartment while a paint spraying machine is being used to use a certified ventilation mask. This mask can be obtained from the purchasing department during normal work hours (8:00 - 5:00). All Spray painting equipment must be cleaned and serviced after each use. Preparation for using the spray machine must be as follows:

- (1) Drop cloths must used to cover the floors, steps, kitchen appliances and remove all electrical switch/receptacle covers
- (2) The equipment must be tested for proper operation, (Fine spray for adequate cover)
- (3) The employee must have a certified ventilation mask, eye protection, coveralls
- (4) Use of tape to cover windows and/or a shield may be used to paint near ceilings, floors, windows and doors. (Trim Work)
- (5) All over the painters will remove spray or excess paint. This includes floors, windows, doors, kitchen and bathroom cabinets, appliances, sinks, light fixtures, electrical outlet covers/receptacles, counter tops, baseboards, return air grilles, thermostats and door hardware. The employees using the spraying equipment must operated by the manufacturer recommendations.

## **LOCK & KEY POLICY**

The Housing Authority established the following procedures for security of the lock and key system.

**NEW RESIDENTS:** Keys are issued to all new residents when they sign the lease and pay their deposit. The Housing Authority issues two keys for each resident when an apartment is leased. Any additional keys will cost the resident \$ 1.00 each. If the resident loses their keys they should call the Housing Authority Maintenance Department immediately to have their locks changed. There is a \$ 25.00 charge for lock changes due to lost keys. If the Police Department issues an order for the locks to be changed for the safety and security of the resident, there is no charge. Keys are not to be duplicated. The Maintenance Department records the number of keys issued to a resident.

**MOVE OUT:** The resident must issue an intent to move to their housing manager with the date. All keys must be returned to the manager the last day of moving. Once the Housing Manager inspects the unit, he/she will call the Maintenance Department and make a work order to change the locks. The keys from the former resident will be recorded in the key vault in the Maintenance Department.

**PAD LOCKING:** The Housing Authority shall contract with the Guilford County Sheriff's Department to accompany managers with pad locking apartments. Maintenance personnel will accompany the Sheriff and Housing Manager to change locks on the apartment. Once an apartment has been pad locked the resident has 10 days to contact their housing manager to remove the contents of the apartment. After 10 days all items remaining in the apartment will be removed and placed in a bonded warehouse for no less than 30 days. After 30 days the items become property of the Housing Authority. The resident will be charged for the number of keys that was issued, \$ 25.00 for the change of locks and the total costs for storage of the apartment's contents.

The Head of Household is the only person that can request additional keys. Anyone else requesting keys must be approved by the Housing Manager.

**SAFETY** Do not give keys to non-family members. If you give children keys make sure they understand the importance of keeping them and notify the head of household immediately if a key is lost. Do not hide keys outside the apartment unit. In the event you lose your keys at night, you must contact your Housing Manager to gain access. The locks will be changed the next working day. Lock all doors when leaving your apartment for any reason.

**MAINTENANCE:** The Maintenance Department has master keys for all units. Maintenance personnel under no circumstances will open doors for a resident without authorization by the Housing Manager.



# DISASTER PLAN

The Housing Authority of the City of High Point has established the following procedures in the event of a Weather/Natural Disaster:

Disaster headquarters will be set up in each community at the Community Centers, Day Care Centers, Vacant Apartments (if available), Community Room at Elm Towers, Auditorium at Astor Dowdy Towers, and the Community Room at Morehead Courts.

The sole purpose of this policy is to provide emergency procedures and locations of temporary shelter for Housing Authority Residents in the event of a major disaster. Other organizations involved are the American Red Cross, Disaster Relief, City of High Point, High Point Police Department, High Point Fire Department, and the Salvation Army Boys and Girls Club.

Clara Cox: Temporary emergency shelter will be set up at the Community Center and the Day Care Center. Any overflow will be transported to the Auditorium at Astor Dowdy Towers, D-Building and Community Room at Elm Towers. Alternate # 3 transport residents to Carson Stout Community Center and Gym.

Daniel Brooks: Temporary emergency shelter will be set up at the Community Center and the Day Care Center. Any overflow will be transported to Carson Stout Community Center, Astor Dowdy Towers Auditorium and Morehead Courts Community Rooms. Alternate # 3, Red Cross disaster facility located at High Point University.

Astor Dowdy Towers: The residents with major disabilities use the Auditorium (if available) If the Auditorium is not available transport to the Community Room at Morehead Courts. All other residents should be transported to the D-Building and Community Room at Elm Towers. If any overflow from this facility occurs, transport to the closest Community Centers.

Carson Stout Homes: Headquarters will be established at the Community Center if available. The Community Center and Gym are will be used for a temporary sleeping facility. If the Community Center is not available the residents will be transported to the Auditorium at Astor Dowdy Towers, D-Building and Community Room at Elm Towers, or the Gym at Springfield for temporary sleeping quarters. Any overflow will be transported to the other Community Centers if available.

Beamon Courts: Headquarters will be established at the Astor Dowdy Towers Auditorium. In the event this facility is full or can't be used, the residents should proceed to the Morehead Community Center located on Price Street.

J.C. Morgan Courts: Headquarters will be established at a Vacant apartment (if available). Hargett Funeral Home located on Brockett St. may be designated as a temporary sleeping facility. If not, Residents will be transported to Carson Stout Community Center Gym, Daniel Brooks Community Center and Day Care Center.

Elm Towers: Headquarters will be set up in the D-Building or cafeteria, If this is not available, residents will be transported to the Auditorium at Astor Dowdy Towers and the Community Rooms at Morehead Courts, Alternate location # 2 will be to transport residents via Vans and bus to the Carson Stout Community Center and Gym or Springfield Townhouse Gym.

Juanita Hills: Headquarters will be established at the Community Center located at 2701 Annmore Circle. The community Center can accommodate approximately 30 to 40 people. Any overflow will be transported to Carson Stout Gym and Springfield Gym.

Springfield Townhouses: Headquarters will be established at the Community Center and Gym. The Gym and Community Center can accommodate approximately 200 - 250 people for an emergency shelter.

Alternate # 2 Transport via bus and vans to Carson Stout Gym, Juanita Hills Community Center, Clara Cox Community Center and Day Care Center.

Scattered Sites A and B: All building located on the West side of Main street, Headquarters will be at Elm Towers 701 Elm Street. Alternate # 2 Juanita Hills Community Center, Alternate # 3 be Astor Dowdy Towers Auditorium and Morehead Courts Community room. All dwelling located on the East side of Main Street, Headquarters will be located at Carson Stout Gym. Alternate # 2 will be Springfield Gym, and Alternate # 3 will be Astor Dowdy Towers Auditorium and Morehead Courts Community room.

New Daniel Brooks: Headquarters will be at the Daniel Brooks Community Center. Alternate # 2 will be the Carson Stout Gym, and Alternate # 3 will be Astor Dowdy Towers Auditorium.

Morehead Courts: Headquarters will be set up in the Community room. If not available, Alternate # 1 will be the Auditorium at Astor Dowdy Towers, Alternate # 3 will be located at Clara Cox Community Center and Day Care Center.

Evergreen St., Juanita Hills St., Elgin Ave., South Rd. and Dorothy St. residents will use the Juanita Hills Community Center 2701 Annmore Circle as the designated emergency shelter. Alternate # 1 will be Elm Towers D-Building or Cafeteria located at 701 S. Elm St. Alternate # 2 will be the Auditorium at Astor Dowdy Towers, located at 701 E. Green Dr.. and Alternate # 3

Kearns, Coltrane Mill St. and Connor St. residents will use the D-Building at Elm Towers located at 701 South Elm St., Alternate # 1 will be Astor Dowdy Towers Auditorium located at 701 E. Green Dr., Alternate # 2 will be Springfield Gym and Community Center located at 2351 Granville St..

Asbill Street residents will use the YMCA located at 150 W. Hartley Drive, Alternate # 1 will be Juanita Hills Community Center located at 2701 Annmore Circle and Alternate # 2 will be designated Red Cross Shelters on the north side of town.

Gateworth, Rice Court and Ambridge residents will use Daniel Brooks Community Center and Day Care Center located at 1453 West Ave. Alternate # 1 will be the Carson Stout Community Center and Gym located at 1900 Fern Avenue and Alternate # 2 will be Astor Dowdy Towers Auditorium located at 701 E. Green Dr..

Thomas Street, Wadsworth Ct and Brentwood St will use the Springfield Community Center and Gym, Alternate # 1 will be Carson Stout Community Center and Gym located at 1900 Fern Ave. and Alternate # 2 will be the D-Building at Elm Towers located at 701 S. Elm St.

The Red Cross has been contacted and training was provided for residents in each community of coordinating Disaster relief efforts. The Red Cross will provide blankets and food at the request from the residents trained to coordinate relief efforts.

Employees of the Housing Authority working at the Administration Building and Maintenance building located at 500 East Russell Ave. will proceed immediately to the middle of the buildings. Administration Building designated areas in the event of a tornado – hurricane (Severe Weather) will be the vault, Larry Raines Office, Men's and Women's bathrooms and storage closets, Copier Rooms, Computer room. The Maintenance building evacuation areas are the automobile garage area, Men's and Women's restrooms and Maintenance office.

The Risk Management Coordinator will coordinate preparation for Natural/Weather Disaster. In the event of a tornado siting and/or warning employees in the Administration building should go directly to the designated areas in the middle of the building. (1) Close all doors, (2) lay down on the floor (3) cover your head with your hands (4) Once the emergency situation is no longer a threat, move cautiously to the nearest exit. If electrical wires are severed and sparks are evident, do not panic and stay at your current location. Wait for professional assistance from the Fire Department, National Guard, Police and/or Federal emergency personnel. Disaster areas are very dangerous consisting of live electrical wires, ruptured Natural Gas lines,

broken glass, damaged foundation and wall structures, cars with damaged fuel tanks, fires, water mains broken, flooding, sink holes, main sewer line damage, wood supports with protruding nails, asphalt and concrete road damage, bridge damage, major tree damage and miscellaneous hazardous materials from other adjacent sites. If flooding is threatening your location proceed to higher ground very cautiously. If you are trapped and cannot proceed to higher ground, locate something that will float (Example most any type of wood, heavy styro foam, inflated car tire, wood desk, office partitions, counter tops, kitchen cabinets, wood tables, wood bulletin boards. Remember, do not panic!

A Tornado presents many problems before, during and after the initial storm. Usually very dark clouds with severe lightning, heavy rain and hail precede a tornado or funnel cloud. Tornado's are very erratic and do not necessarily follow a straight line. They can also disappear in the clouds and reappear again as a swirling cloud and touch down on the ground. If you are outside and a funnel cloud approaches, find a low lying ditch and lie face down. If are driving, do not try to outrun a tornado, pull off the road and exit immediately to a low lying ditch or culvert (Pipe), or under a concrete bridge, overpass or via duct. Flying debris from a tornado is usually the main threat to people and property. Also, remember there may be more than one tornado associated with a storm. After the initial storm the sky will clear and the winds will subside. If the storm continues to have lightning, rain and thunder stay in a safe place until the storm is over.

A tornado watch in your area means the conditions are favorable for a possible funnel cloud and you need to take the necessary precautions. If a tornado warning is issued, usually a funnel cloud has been spotted and you need to seek shelter immediately. In the event you are in your home or office and a tornado appears without any warning, proceed under an office desk or if you are home at home proceed under a kitchen table or lie face down on the floor away from windows and doors. Remember high winds, hail and a roaring noise, (similar to a train) are the warning sounds for a tornado.

Disaster Preparation Kit: You should always have a battery powered radio and extra batteries, First aid kit, Blankets, extra clothing, flashlight with extra batteries, candles, waterproof matches, 1 to 2 gallons of drinking water, non-perishable food for at least three days, knife, and bandages or sheets stored in safe location. You should perform drills with your entire family so everyone will know what action to take during the threat of a Tornado, Hurricane and/or Flooding.

## **HAZARD INSPECTION PROCEDURES**

Planned site inspections are the best way to detect, control and document a hazard before a loss occurs. The following procedures will be followed to reduce the risk of losses:

- (1) The Operations Manager or his designee will be responsible for conducting exterior grounds, building and community inspections at least one time per year.
- (2) The Housing Authority Inspection Forms labeled Exterior Inspection will be used to document each inspection. The Inspector will be required to sign, date and place a time of the inspection on the form.
- (3) For each hazard documented there must be a work order created and appropriate action taken. The Operations Manager will monitor all work orders created as a result of the Exterior Inspection for timely completion and the hazard has been eliminated.
- (4) Results of the exterior inspection will be forwarded to the Executive Director, Chief Operations Officer, and Director of Operations.
- (5) Copies of the Exterior Inspections will be filed by the Operations Manager in a three ring binder in the Maintenance office.
- (6) Illegal activities should be reported to the High Point Police Department and Manager of each community.

## **INSPECTIONS**

- (1) The Housing Manager for each community will conduct interior inspections annually for occupied units and after each unit is vacated.
- (2) Once the inspection has been completed the Manager documents any repairs and turns in a copy to the Maintenance Department.
- (3) The Maintenance Department creates a work order for Unit Inspection repairs and the work order is scheduled by priority.
- (4) Any emergency repair will be called in immediately to the Maintenance Department dispatcher. The Operations Manager or his designee will be responsible for scheduling the necessary repair work immediately.
- (5) If any damages have been determined to be caused by the resident or their visitors, a charge will be issued to the resident on their next monthly rent statement.

## RESIDENT EMERGENCY PROCEDURES

Being prepared is one of the keys to surviving a major disaster. Your family should practice drills and procedures to follow in the event of a natural or man made disaster.

Keep an emergency kit with the following items:

- (1) portable radio with extra batteries,
- (2) 2 Gallons of fresh drinking water (Change every 6 months),
- (3) matches, candles and/or oil lanterns,
- (4) First Aid kit (Band Aids, tourniquets, gauze, tape, latex gloves, antiseptic, scissors, needle, cleansing agent/soap, sterile adhesive bandages, nonprescription medicine, aspirin /pain reliever, antacid and anti-diarrhea medication)
- (5) Sheets/blankets,
- (6) extra clothing/coats/shoes/,
- (7) Flashlight with batteries,
- (8) Non-perishable canned food,
- (9) toilet tissue and other hygiene items,
- (10)Utility Knife,
- (11)paper cups & plates,
- (12)non-electric can opener, and
- (13)Plastic storage containers.

Tornado: If you are in your apartment go directly to a bathroom, closet or a storage room located in the middle of the apartment. If you have time, take pillows and blankets, make sure the door is closed, stay low to the floor and cover your head. If you are in the bathroom, lay down in the tub or floor and cover your head. Make sure all doors and windows are closed. If you are outside and see a funnel cloud approaching, go directly to a ditch, low lying area, under a bridge, storm drain pipe, lie face down and cover your head with your hands. If you are driving in a car and see a funnel cloud. Do not try to outrun a Tornado! Park your car and find shelter in a low lying area immediately. Being prepared is the most important factor with any type of disaster. Flying debris from a tornado is the leading cause of injuries and deaths.

Hurricane: Know the definition of a Hurricane Watch and a Hurricane Warning. A Hurricane Watch means conditions are favorable in the area of the watch, usually within 36 hours. A Hurricane Warning means the storm will be in a specified area within 24 hours. In the Piedmont Triad, Hurricanes usually are not cause for evacuation. However, strong storm winds and flooding can force people to leave their homes. Take the advice of the local authorities for evacuation. To plan ahead, learn the flooding history and elevation of your area, learn safe routes in emergencies, learn location of shelters (Usually Community Centers, Schools and Rec Centers), trim loose or dead limbs from trees, make sure your car is full of gas, remove porch or lawn furniture to the inside, make arrangements for pets, turn up the refrigerator to maximum cold and do not open unless necessary and designate two meeting places for the family, one should be outside in case of a fire and one outside the neighborhood in the event you cannot return to your home.

# RISK MANAGEMENT PLAN

The Housing Authority of the City of High Point strives to provide safe and sanitary living conditions for residents and safe working conditions for all employees.

**EMERGENCY GENERATORS:** The emergency generators are designed to provide temporary power in the event there is an interruption in Electrical Service. The generators provide electrical service to the Elevators, Lights for the hallways and the Fire Alarm Panels for each Hi-Rise. The Maintenance Department tests the Generators monthly by operating them manually for 30 minutes. The Housing Authority also contracts a certified outside contractor to provide annual mechanical maintenance service to each generator. This includes checking all belts, filters, fluids, batteries, switch gear operation, necessary amps for proper operation and a mechanical tune up. Astor Dowdy Towers and Morehead Courts are powered by diesel fuel, with above ground storage tanks. The Elm Towers generator is powered by propane gas.

**EMERGENCY LIGHTING:** The Housing Authority has emergency lighting located in the Elm Towers, Astor Dowdy Towers, Morehead Courts, Administration Building, Maintenance Building, Springfield Gym, Carson Stout Gym and Springfield Day Care Center. The lighting is tested on a quarterly schedule by the Maintenance Department. If deficiencies are noted on a work order and the repairs are made by the Maintenance Department.

**SECURITY LIGHTING:** The Security lighting consists of street lights, pole lights for the yards and exterior building lighting. The Police Department monitors the street lights on a monthly schedule. Maps depicting street locations are issued to the officers to check for operation. The maps are then turned into the Director of Operations and the repairs are then scheduled. (Note: Some of the Street lights are maintained by the City of High Point and the others are maintained by the Housing Authority.

**ELEVATORS:** Elm Towers and Astor Dowdy Towers have two electrical powered elevator cabs at each location. Morehead Courts is powered by a hydraulic fluid pump and electrical contacts. The Housing Authority contracts with a certified elevator maintenance service company to perform monthly inspections of each elevator. (See Attachment 1 , Copy of Contract and Specifications for elevator maintenance Service, Copy of Semi- Annual Inspection Report.) The Elevators are also inspected semi-annually by the State of N.C. Dept of Labor. The inspection results are forwarded to the Elevator Maintenance Contractor immediately for any noted deficiencies.

**SMOKE DETECTORS:** Each apartment unit has electric smoke detectors located on each floor level. The Maintenance Department during each repair call and annual inspections monitors the smoke detectors. The Maintenance personnel are issued cans of smoke to test each smoke detector while they are performing work in an apartment. All smoke detector information is documented on a work order and signed by the employee. If the smoke detector does not function properly the Maintenance employees are instructed to replace the detector immediately or call a work order for repair to the Maintenance dispatcher. If the detectors have been removed by the residents the Maintenance Employee must replace or repair the detector. The Maintenance Employee is also instructed to document on the work order the smoke detector was removed by the resident and contact the designated Housing Manager.

**FIRE ALARM SYSTEMS:** Elm Towers, Astor Dowdy Towers and Morehead Courts have Fire Alarm Systems that have smoke detectors and emergency pull stations that are monitored by a central panel. If either are activated the panel will go into alarm and automatically dial a 24 hour a day answering service with a message the fire alarm panel is in alarm and the designated location. The answering service notifies the Fire Department to respond to an alarm at the designated location. The Maintenance Emergency number is also called to respond for any assistance. An outside contractor tests the Fire Alarm System on

a monthly basis. The monthly service includes testing smoke detectors and pull stations for proper operation, testing the fire alarm panel to insure the answering service is called for an alarm, testing the siren warning system for the residence, testing the intercom system to notify residents, unannounced fire drills for the residents, make sure the elevators are automatically called to the first floor for use by the fire department, check all automatic closing fire doors for the corridors and hallways, check all Exit light signs and checking all emergency strobe lights for each hallway. The Contractor provides the Housing Authority a check list of all items tested and any noted deficiencies. At this time the Housing Authority authorizes the contractor to make all corrections.

**FIRE BOOSTER PUMPS:** Elm Towers and Morehead Courts currently have Fire Booster Pumps. These pumps are tested by a Fire Alarm Contractor on a monthly basis. The test consists of proper pump operation, adequate water pressure through out the building and note any repairs needed. Annually the Housing Authority contracts a certified fire sprinkler system company to test the pump. The Housing Authority has signed contracts for a Fire Booster Pump and Sprinkler system to be installed at Astor Dowdy Towers.

**AUTOMATIC SPRINKLER SYSTEMS:** Elm Towers and Morehead Courts currently have automatic sprinkler systems. These systems are tested on a monthly basis by the Fire Alarm Testing Contractor and annually by a certified fire sprinkler system company. These tests include checking the tamper switches for valves, activation of sprinkler heads, conditions of existing water lines, water pressure for each sprinkler head and the booster pump operation. If any deficiencies are noted the contractor authorized to correct the problem immediately. The City of High Point Fire Department also inspects the Automatic Sprinkler System annually.

**FIRE ALARM PULL STATIONS:** Pull Stations are located in all three Hi-Rises.

They are tested monthly by the Fire Alarm Contractor for proper operation. Any deficiencies are repaired immediately by the Fire Alarm Contractor. The Pull Stations are located in each Hallway, Corridor, Elevator lobby, Community Rooms and Cafeteria areas. They are monitored through the Fire Alarm Panel and designed to notify the answering service 24 hours a day 7 days a week. When a pull station is activated the fire alarm panel goes into alarm the automatic phone system dials answering service and they in turn call the Fire Department, the audible siren functions to alert the residents, automatic fire doors close and the elevators are called to the first floor.

**FIRE EXTINGUISHERS:** The Housing Authority have fire extinguishers located in all Community Centers, Gyms, Auditoriums, Administration and Maintenance Building, Hi-Rise Hallways and Common areas. The extinguishers are checked monthly by the Maintenance Department to make sure they are fully charged. The employee initials and dates each inspection on the extinguisher. A certified fire extinguisher contractor checks the extinguishers annually by pressure testing each extinguisher. Any extinguisher failing the pressure test will be replaced immediately by the contractor. Each apartment unit also has fire extinguishers located in the kitchen areas. These are checked for proper charging each time a Maintenance Employee performs work in the unit. The Extinguisher is also checked during the annual unit inspection performed by the manager. If a fire extinguisher is not charged sufficiently it is replaced immediately by the Maintenance employee performing the work. The Fire Department also checks the fire extinguishers during their annual inspections of all Non-dwelling buildings.

**FIRE HOSES:** Fire hoses are located in the stairwells of Elm Towers, Astor Dowdy Towers and Morehead Courts. These hoses are checked annual by the contractor that tests the fire sprinkler system. The hoses are rolled out and examined for deficiencies in the hose fabric, nozzle and hose valves. Each Hi Rise also has an outside connection for fire trucks to operate the hoses in the event there are problems with the main water system.

**SELF CLOSING APPARATUS ON FIRE AND APARTMENT DOORS:** Elm Towers, Morehead Courts and Astor Dowdy Towers have automatic closing doors for the each hallway and common area. The doors are automatically activated when the Fire alarm panel goes into an alarm situation. The automatic closing doors are designed to shut and stay closed until the fire has been eliminated and the fire alarm panel is reset.

Once the fire alarm panel has been reset the doors can be opened to the normal position. These doors are fire rated for 1 and ½ hours.

**RISER AND STANDPIPE SYSTEMS:** Elm Towers, Astor Dowdy Towers and Morehead Courts all have riser and standpipe systems. The standpipes are located in the stairwells of each Hi Rise. The water supply for the fire sprinkler system is supplied through the standpipe and riser system. Each floor has an independent valve for each floor and one main valve for the entire system. These valves are turned and greased annually by the Fire Sprinkler Maintenance Company. These valves also have tamper switches wired into the Fire Alarm Panel to activate in the event someone attempted to turn the main water valve off. The risers have water pressure indicators to show adequate water pressure is available for use in the event of a fire. The normal water pressure from the City of High Point is 80 lbs. p.s. i. (Note: Astor Dowdy Towers is currently rated as a dry stand pipe system. A wet system will be installed with a booster pump, back up power and heat/smoke sprinkler heads by the summer of 2000).

**TRASH COMPACTING AND CHUTE SYSTEM:** Elm Towers, Astor Dowdy Towers and Morehead Courts have trash chute systems. Each are constructed with steel lined chutes with automatic closing fire doors on each hallway. The access doors for each hallway chute has an 1 and ½ hour rating and automatic door closures. The garbage entrance into the basement has a sprinkler head with a heat sensitive fusible links. If there was a fire in the basement trash dumpster the sprinkler head would activate and extinguish the fire. The doors and chutes are inspected annually by the City of High Point Fire Department. Any deficiencies documented and reported to the Maintenance Department for immediate repair.

**FURNACES:** The furnaces are checked and cleaned annually by the Maintenance Department. Before the start of the cold weather season the Maintenance Department cleans the interior and exterior of the furnace with a portable vacuum cleaner, the burners and igniters are cleaned and tested, the exhaust vent pipes are checked for proper air venting and the gas lines are inspected for leaks. Quarterly the furnace filters are changed, perform a carbon monoxide test and document the results, (Carbon Monoxide Tester will be calibrated by a certified testing company) check the blower fan and lubricate and use soapy water to check for leaks on the gas lines. For any furnace related Maintenance call the following items must be checked:

- (1) Carbon Monoxide Test,
- (2) the natural gas lines for leaks,
- (3) Furnace Filters,
- (4) conditions of the vent pipes and furnace housing,
- (5) Electronic Igniter system operation and
- (6) record and document on a work order all repairs.

**HOT WATER HEATERS:** In the majority of all water heaters are natural gas and located near the furnace. The Maintenance Department checks the water heaters during the quarterly changing of the furnace filters. Astor Dowdy Towers, Elm Towers and Morehead Courts have electric water heaters. The Maintenance Department checks the following items on the water heater:

- (1) Exhaust vent for proper ventilation,
- (2) evidence of water in and around the bottom of the water heater,
- (3) signs of rusting and/or deteriorating tank,
- (4) operate the pressure relief valve,
- (5) check temperature setting on the thermostat (should not exceed 120 degrees),
- (6) check all gas supply lines for leaks,
- (7) operate all water shut off valves,
- (8) Check burner and igniter system and
- (9) perform carbon monoxide test. All results will be documented on a work order and any deficiencies will be reported immediately to the Maintenance Supervisor.

**BOILERS:** *There are no dwelling or non-dwelling units heated by a boiler system. Elm Towers and Morehead Courts have Two six Hundred Gallon Water Heaters that are defined by the State of North*



*Carolina Department of Labor as boilers. These Hot Water Heaters are the primary source of hot water for all residents at Elm Towers and Morehead Courts. The Water Heaters are located in the basement areas and are not accessible by the residents or public. Each water heater has a gravity activated circulating pump, which distributes the hot water to each unit at a maximum of 110 degrees. The Water heaters are inspected annually by the State of North Carolina, Department of Labor. Results of the inspection are recorded and any deficiencies reported to the Maintenance Department for repairs. The Dept. of Labor issues certificates to be posted on site verifying the inspections and the hot water heaters are working properly.*

**DOOR BUZZER SYSTEMS:** The Housing Authority currently uses one (1) door buzzer system. The door buzzer system is located at the main public entrance. The access door to the Administration building remains locked at all times. The switchboard operator can use the buzzer system to allow someone entry into the Administration Building. This prevents any illegal entry into the Administration Building from this entrance.

**BUILDING ENTRANCE LOCKS:** All dwelling units have dead bolt locks and are keyed with a individual, Master and Grand Master Key entry. Elm Towers, Astor Dowdy Towers and Morehead Courts have two main public entries into the buildings. These doors are locked 24 hours a day, 7 days a week. Each resident of the Hi Rises are issued front door keys and individual apartment keys. The locks on the Hi Rises are checked daily by the assigned janitor to make sure they are in working condition. Any deficiencies are reported to the Maintenance Department and repairs are completed immediately.

**PLAYGROUNDS AND EQUIPMENT:** The Following communities have playground equipment: Clara Cox, Daniel Brooks, Carson Stout, Carson Stout Annex, Beamon Courts, J.C. Morgan Courts, Juanita Hills and New Daniel Brooks. The Maintenance Department checks the equipment on a quarterly basis. There is an inspection sheet designed for playground equipment:

- (1) Check the landing area for all equipment,
- (2) Swings, check condition of all chains, bolts, S-hooks, bracing, seats for deteriorating and replace as needed, check the main support poles and concrete support footing.
- (3) Sliding Boards, check areas around the ladder and landing for proper amount of soft pine wood mulch, check all steel and metal attachments for rust and deterioration, check all bolts, braces and other attachments for proper tightness and stability, check the concrete support footing.
- (4) Merry-go-rounds, check all hand rails and seats for tightness, deterioration and any other possible safety hazard, check the safe landing area for adequate pine wood mulch recommended by the playground manufacturer. NOTE: It is required to physically use all playground equipment during the inspection in insure the safety of the equipment.

# **SAFETY POLICY**

## **I. POLICY AND SCOPE**

The management of the Housing Authority has a sincere concern for the welfare and safety of its employees and the public that it serves. With the goal of eliminating the suffering and cost of avoidable personal injury and vehicle accidents, the Safety Committee and the Management of the Housing Authority are responsible for implementing the Safety Program.

It is the Housing Authority's policy to provide safe working conditions for all employees, to provide complete instructions covering safe working methods, and to provide special equipment to protect employees against particular hazards. The Housing Authority will give safety precedence over operational expediency or short cuts, and will comply with the Occupational Safety and Health Act (OSHA) and other safety laws. All Housing Authority employees promote accident prevention by actively supporting the Safety Program, by using all protective equipment supplied and working safely by observing the safety regulations of the Authority.

## **II. PURPOSE OF THE SAFETY PROGRAM**

All "Preventable" accidents are presumed to be caused by negligence. It is the purpose of this policy to determine whether the negligence resulted from the action or inaction of a Housing Authority employee, in order to identify and implement corrective action and ultimately prevent accidents and injuries.

- a. The Safety Committee will pursue an active safety inspection program involving all Housing Authority facilities, vehicles, and work procedures, to identify and correct all hazardous work conditions and practices.
- b. The Safety committee will actively investigate and review all accidents involving Housing Authority employees or property to determine the source of negligence in the accident and to outline preventive measures.
- c. The Safety Committee will conduct both formal and informal safety training sessions for employees.
- d. The Safety Committee will establish personal protective equipment guidelines for its employees, insure the equipment is provided, and require employees to use such equipment.

The Housing Authority Safety Program will involve all departments and employees.

## **III. SAFETY INCENTIVES**

Recognition of effort and achievement is recognized as a primary motivational factor. As part of the comprehensive safety program incentives recognize and reward those employees who meet and/or surpass job performance and safety expectations. To focus attention on the need for both safe work and safe equipment operation habits, the Housing Authority has established an incentive program to reward those employees who perform their work without Preventable accidents or injuries.

Each Housing Authority employee is assigned a risk designation of High Risk or Low Risk, based upon types of exposure. High Risk jobs are those in which an employee is exposed to hazards from the work performed; vehicles, machines or other equipment operated, weather and traffic or other conditions beyond their control. Distinctions are not made as to frequency or distances that vehicles and other equipment are operated. All other jobs are designated Low Risk.

The Safety Committee will determine the status of Low Risk or High Risk based upon the condition at the time of the accident. If an employee works for a period of one year without suffering an “at fault” type accident or injury, as agreed by the Safety committee, the Housing Authority award that employee a Safe workers certificate/and or pin.

An annual Safety Certificate will be issued to all employees who do not have job related accidents during the fiscal year beginning January 1 and ending December 31. If an employee is on full time basis prior to January 1<sup>st</sup> they will be eligible to participate in the Safety incentive program for the coming year.

## **IV. ADMINISTRATION OF THE SAFETY PROGRAM**

The Executive Director, Assistant Executive Director, and Safety Committee is responsible for the overall management and administration of the Housing Authority Safety Program.

The Safety Committee shall consist of one representative from each division within the organizational structure of the Housing Authority. Each member shall be appointed by the Safety Officer to serve a one year term beginning January 1<sup>st</sup> and concluding on December 31<sup>st</sup>. Committee appointees cannot serve consecutive terms. The following Departments will provide one representative to serve on the Safety Committee and vote on fault/no fault status of each accident reported.

### ***Administration, Ordinary Maintenance, Extra-Ordinary Maintenance***

The committee is responsible for the following activities:

1. Planning and recommending policies and procedures affecting the development and administration of an aggressive accident prevention program.
2. Reviewing statistical data, records and reports of safety matters to determine the effectiveness of the program
3. Review Injury and Accident Reports.
4. Promote employee safety awareness.
5. Determine actions necessary to prevent similar accidents from occurring.
6. Review reports of inspections for the purpose of recommending corrective action.
7. Organize and implement a complaint procedure, review complaints of unsafe conditions or actions, and recommend corrective or disciplinary action to the Executive Director, Assistant Director, and Department Head.
8. Plan, recommend and administer safety promotional activities and incentive programs.

The Safety Committee will meet on a monthly basis and will be responsible for:

- 1 Review all Authority vehicle and/or property damage or personal injury.
- 2 Establish the responsibility for each vehicle or personal accident and act on Safety Committee procedures.
- 3 Recommend disposition of each accident to the Executive Director, Assistant Executive Director, and Department Head.
- 4 Recommend practices to improve vehicle or personal accident record of the Authority.
- 5 Recommend restricting driving privileges of Authority vehicles by employees with unacceptable driving record.

The Executive Director shall appoint a Safety officer to organize, plan, and implement Safety Committee meetings, perform safety inspections of facilities, employee working conditions, job related and vehicle accident investigations, Safety suggestions for residents news letter and employees, and Report to the Executive Director and Assistant Executive Director all Safety Committee agendas and minutes of each meeting. The Safety Officer shall not vote on any accident determination by the Safety Committee unless the final voting process ends in a tie.

## **V. RULES AND REGULATIONS FOR THE SAFETY PROGRAM**

The Safety Committee shall review all vehicle and employee accident reports especially those involving Authority-owned vehicles and/or equipment where property damages, personal injury or death occurs, and shall interview employees and their Department heads, where it is deemed necessary.

After screening, reviewing and recording all the vehicle and employee accidents listed above, the Safety Committee shall recommend to the Executive Director, Chief Operating Officer, and Department Head one of the following actions:

No Action to be taken. If in the opinion of the Safety Committee the employee was not responsible for or could not have avoided the accident.

Official Written Warning. If the employee is responsible for a minor vehicle, property, or personal accident.

Property Damage. Employees whose negligence or misconduct renders them responsible for a preventable accident resulting in property damage shall be required to reimburse the Housing Authority. Loss or Damage of Equipment and Materials assigned by the Purchasing Agent, Supervisor, or Department Head. (Safety day will not be granted).

Personal Injury. Employees whose negligence or misconduct renders them responsible for a preventable accident resulting in personal injury will cause the loss of Safety Day.

## **VI. EMPLOYEE RULES AND REGULATIONS FOR SAFETY PROGRAM**

As part of its Safety Program, the Housing Authority will actively investigate and review all accidents involving Housing Authority employees or property to determine the source of negligence in the accident and to outline preventive measures. Toward this purpose the following information shall be collected and reported to the Safety officer in a timely manner:

### **1. Procedures for Personal On-The-Job Injury.**

- a. A job injury should be reported to the immediate supervisor and or Department Head Immediately.
- b. If medical attention is needed, the supervisor should make arrangements for transportation to the assigned medical facility
- c. A workers compensation claim form must be completed and called into the designated Insurance Carrier for the Housing Authority. This call will generate a Form 19 to go to the employee, Housing Authority and the Industrial Commission
- d. The Housing Authority Drug Policy states that any job related or vehicle related accident requires a post accident drug screening.

### **2. Vehicular Accidents**

- a. The driver of a Housing Authority owned vehicle, which is involved in a motor vehicle accident shall immediately, give notice to his/her immediate supervisor, and local Police department having jurisdiction over the area of the accident. (City/County/Highway Patrol). You should secure the investigating officer's name, the name of the property owner or Vehicle owner, Insurance information, and when a copy of the accident report will be completed.
- b. All vehicular accidents should be reported no matter how minor they may appear.

The Safety Committee shall submit to the Executive Director, Assistant Director, and Department Head, recommendations of disciplinary action including suspension revocation of Driving Privileges of the Housing Authority owned vehicles when satisfactory evidence that the individual has been negligent in any of the following circumstances:

- a. Has committed an offense for which mandatory revocation of his North Carolina State License is required upon conviction (DWI and DWI related offenses).
- b. Has been involved as a driver in an accident resulting in the death or personal injury of another or serious property damage or leaving the scene in which an accident is obviously the result of the negligence of such driver.
- c. Is an habitually reckless or negligent driver of an Authority owned vehicle. Habitually will be determined by the Safety Committee.
- d. Has made or permitted an unlawful or fraudulent use of his drivers license or has displayed or represented as his own a license not issued to him.
- e. Has been sentenced by a court of record and all, or part, or the sentence has been suspended and a condition or suspension of the sentence is that the operator not operate a motor vehicle for a period of time.

## **VII. MATERIAL SAFETY DATA SHEETS (MSDS)**

The Material Safety Data Sheets (MSDS) is the reference sheet that contains the information on a hazardous substance. Each product that is considered a hazard will have an MSDS sheet located at the entrance of the Purchasing and Warehouse area.

Any employee requesting products from the Warehouse must check the Hazardous Chemical listing and reference number, before using the product. The Chemicals name and Manufacture name is listed with a designated number. This is the "Right to Know" Booklet located besides Hazardous Chemical listing. The MSDS sheet for each product has the designated number located in the upper right hand corner. If you do not understand anything concerning the MSDS sheet contact the purchasing agent or your supervisor.

Once you find the MSDS sheet, you will find the following information:

1. The Product name (Brand, Common name, or Chemical).
2. The Company that produces the product and how to reach them.
3. What makes it dangerous.
4. In what ways it is harmful
5. What conditions make it more harmful.
6. What precautions should be taken when using the product.

7. First Aid procedures.
8. How to react if a spill occurs

It is the responsibility of the Employer to establish and maintain the Hazard Communication Program:

1. Writing the company policy
2. Collecting and distributing the MSDS information
3. Training the employees
4. Updating the program as hazardous chemicals are introduced to the workplace, including additional training.

It is the responsibility of the Employee to accept and study the program and assist in its implementation, as it is for the employee's benefit to have a safe workplace.

## **VIII. HOUSEKEEPING AND MAINTENANCE**

Poor housekeeping practices or faulty equipment causes many accidents. Tripping over loose objects on floors, stairs and platforms; slipping on wet, greasy or dirty areas; or bumping against protecting or misplace materials are accidents that can easily be prevented. Using a hammer with a loose handle, an electrical tool with a damaged cord, a vehicle with failing brakes, Misuse of hazardous materials, and horse play.

Employees and supervisors alike may often take such things for granted, but it is an area where both can make a difference in preventing accidents. In addition, good housekeeping and maintenance practices can reduce operating costs, increase production, conserve materials and parts, and create and safe working environment. Tips for a establishing a safe working area:

1. Always clean your work area, keep your equipment, tools, and materials out of reach of small children and residents.
2. Always keep your vehicle locked to prevent small children from entering your vehicle and injuring themselves.
3. Report any problems with your vehicle to your immediate supervisor. (Inspect your vehicle daily; Check the oil, water, brake fluid, power steering fluid, belts, while the engine is not running). Crank your vehicle and check the tires, Transmission fluid, make sure the side mirrors are properly set, Check the windshield for cleaning, and the back glass view is not blocked. If the tires are worn and less than one quarter inch of tread exist, the tires need to be replaced. NOTE: You should check the tire pressure daily and especially check for wear marks on the inside and outside of the tires. If wear marks are evident you should have the vehicle front wheels aligned. Also, some later model vehicles require each wheel on the front and rear to be aligned.
4. Do not operate any equipment or use any tools that may be defective or needs repairs.
5. Always use safety goggles and ear plugs while operating power drills, saws, Lawn mowers, Gas and electric hedge trimmers, Weed Trimmers,
6. Always wear your seatbelt while operating a Housing Authority vehicle.
7. Do not block valves, hose stations, fire extinguishers, fire exits, and alarm pull stations.

8. Keep aisles, walkways, halls, and loading docks clear of obstructions, equipment, and stock materials. Use wet floor signs for cleaning and spills
9. Avoid drippings of oil and other Hazardous chemicals, and clean up spills promptly.
10. Dispose of Hazardous waste containers in the proper areas or call the company who manufactures the product and request they pick up the empty container. The City of High Point prohibits dumping of Hazardous material containers in the Land fill.

## **IX. OSHA INSPECTIONS**

1. OSHA inspections are conducted to insure the safety of the employees of the Housing Authority of the City of High Point. Guidelines for an OSHA inspection are as follows:
  - a. If an OSHA inspector comes onto the jobsite, they must identify themselves to the site manager. If other employees become aware of the presence of an OSHA inspector on the jobsite, they should immediately inform the site manager
  - b. The site manager shall notify the Safety Officer, Executive Director, or the Assistant Executive Director, that there is an OSHA inspection in progress as soon as they become aware of the inspector's presence.
  - c. The site manager should check the credentials of the inspector and record their name and the agency represented. The inspector should be treated cordially and in a business like manner.
  - d. The site manager shall be cooperative with the OSHA inspector, but should not volunteer information or suggest areas to be inspected. Should the inspector request to see the OSHA records, and they are on the site, call the safety officer or main office and copies will be provided as required.
  - e. If the inspector requests to talk privately with individual employees, it should be allowed.
  - f. All employees should be cautioned concerning statements and admissions that could be used by OSHA in a subsequent action. Answer questions factually and accurately, but do not volunteer additional information.
  - g. Following the inspection, the site manager or Safety Officer will write up a detailed account of the inspection and issue a copy to the Executive Director, Assistant Director, and Safety Committee.
  - h. The Safety Officer should inquire of the inspector as to all possible violations. Some of the more frequently violated OSHA standards are:
    1. Stairway railings and guards
    2. Electrical/grounding - 1926.400
    3. Housekeeping - 1926.25
    4. Guarding on open sided floors, etc.
    5. Personal protective equipment - 1926.28
    6. Hard Hats - 1926.150
    7. Upright storage of compress gas cylinders - 1926.450

## **X. BLOOD BORNE PATHOGENS**

The Housing Authority of the City of High Point in conjunction with the City of High Point Safety Division offers a Hepatitis B vaccination to all employees who may become exposed to Human waste and body fluids while performing their normal duties. (Aids and Hepatitis B can be transmitted through an open wound after contacting Human waste and body fluids from an individual that test positive for either.

The City of High Point Nurse researched and found a vaccination that consist of three part system for prevention of Hepatitis B. The system requires three shots within a 6 month time period and the individuals will be protected from Hepatitis B for 2 years. After two years, each employee is tested for the immunity status and recommendations are made concerning future immunizations.

The Housing Authority has provided each Janitor a Hazardous waste removal kit which provides all the necessary precautionary measures in the event any type of human waste and / or body fluids has to be removed.

All Personnel performing the following procedures, Main Line sewer stop ups, unstop commode, Kitchen and Bathroom sink, Bathtub, and washer drains, should avoid any contact with any liquids. Protective eyeglasses should be worn, Protective masks must be worn while using any liquid drain opener. If any discharge of liquids contacts clothing you must immediately remove the garment. If any liquids contact the skin you should immediately flush with water.

Training: Employees and residents will be trained for proper use of fire extinguishers provided by the Housing Authority



## **VACANT UNIT TURNAROUND SYSTEM**

The Housing Authority of the City of High Point vacant unit turnaround system limits the Maintenance Department to 7 Calendar days for completion of each vacant unit. Scheduling of the HPHA staff, cleaning contractors and painting contractors is the primary responsibility of the Maintenance Supervisor. The Maintenance Supervisor must analyze the peak periods of Vacant units and schedule additional help accordingly. Statistics over the past 10 years indicate the HPHA receives 50 percent of the annual vacant units during the months of June, July, August and September.

Management receives notice of intent to move, eviction, transfers and hardship cases.

Intent to move notices are usually 30 days, Evictions for criminal activities are 7 days and all other evictions are 30 days, transfers notice are 5 days and hardship cases will range 2 to 5 days. Management performs move out inspection the same day the keys are received from the resident. The move out inspection is forwarded to the Maintenance Department, Accounting and the Managers file.

Once the resident has turned in the keys the Manager performs a thorough Home Quality Standards inspection of the unit. The inspection is recorded on a standard HPHA move out inspection form. Each needed repair is recorded and charges to the resident are listed on the form. The Manager then hand delivers the Inspection form along with the move out notice to the Maintenance Department. The Maintenance Department has 7 days to complete all repairs and have the unit ready to lease.

The Maintenance Department creates 7 work orders consisting of (1) Change Locks on Vacant unit , (2) exterminate unit, (3) Remove furniture and debris, (4) Repair Vacant Unit, (5) Paint Vacant Unit, (6) Clean Vacant Unit and (7) Inspect Vacant Unit

The Maintenance Supervisor schedules the vacant units on day 1 for the Locks to be changed, the apartment cleaned out and any extermination.

The Maintenance Supervisor schedules the HPHA staff to repair the vacant unit with two days maximum for completion. Once the repairs are completed the supervisor schedules the contract paint company to paint the unit within 1 day. When the painting has been completed, the maintenance supervisor schedules the cleaning contractor 2 days for completion of cleaning.

On day 7, the Maintenance supervisor inspects the unit. If the unit passes HQS the supervisor will notify the occupancy department by issuing a copy of the inspection work order. If the unit does not pass HQS inspection the supervisor will call the contractors and give them 24 hours to correct any deficiencies.

In the event the unit has been damaged beyond normal repairs the Maintenance Supervisor will schedule additional HPHA staff to complete the necessary repairs. The overall objective for the Maintenance Department is to restore each vacant unit to its original appearance. Vacant units that require extensive repairs may be taken off line to allow time for repairs.

## **WINDOW AIR CONDITIONING INSTALLATION POLICY**

The Housing Authority established the following procedure residents installing window air conditioners in apartments:

The resident must call their Housing Manager and request permission to install any air conditioning systems in their apartment. The Housing manager must determine if the air conditioning unit is 110 Volt or 220 Volt. If the unit is determined to be 220 volt the Housing Manager will detail the costs of installing a 220 volt outlet to properly fit the Air Conditioning. Partial payments can be made on the monthly rent statement. The Normal Costs for installing a 220 Volt Outlet will be \$150.00 and is non refundable.

The Housing Manager will then call the Maintenance Department and create a work order for Maintenance to install the window air conditioning. Under no circumstances will the resident and/or any other person not affiliated with Housing Authority Maintenance Department be allowed to install the Air Conditioning unit in the window.

The Maintenance Department will be responsible for calling a licensed Electrician to install the 220 volt outlet for the air conditioning. The Maintenance Department will then install the unit in the window using treated wood supports with a metal brace specified for air conditioning units. The Maintenance Department will not be responsible for any damages to the unit during installation and/or any service repairs. The resident will be responsible for notifying the Maintenance Department to remove the unit for any reason. If the resident moves out of the apartment and the air conditioning unit remains in the window, the Housing Authority will become the rightful owner of the unit once the move out inspection has been performed and the keys have been turned into the Housing Manager.

All window units must have a grounded plug (three prong) and be in good working condition. All service cords must be UL rated and there will be no breaks in the cord insulation. A licensed Electrician must perform any alteration to the plugs and/or wires. Any damage to the apartment as a result of the Air Conditioning unit shall be the responsibility of the head of household on the lease agreement. There will be no alterations to the wiring, outlets, window/window frame and air conditioning supports.

Any alterations mentioned in this policy that is determined to be life threatening may result in the termination of the dwelling lease.

Residents can request more than one air conditioning unit if there is sufficient power from the service panel and the air conditioners can be operated on separate services. The resident will be responsible for any additional installation of 220 outlets and/or additional wiring that may be required.

In some apartment complexes the Electrical panels have only 60 or 100 AMP capacity. If the electrician determines the Air Conditioning unit will overload the service panel the Maintenance Department will create a work order for the electrician to install a larger service panel.



PREVENTATIVE  
MAINTENANCE PLAN

<b>NATURAL GAS</b>	<b>DAILY</b>	<b>WEEKLY</b>	<b>MONTHLY</b>	<b>BI-MONTHLY</b>	<b>QUARTERLY</b>	<b>BI-ANNUALLY</b>	<b>ANNUALLY</b>
NATURAL GAS LEAK SURVEY (HPHA)							X
NATURAL GAS LEAK SURVERY (CONTRACTOR)							X
NATURAL GAS GAS SNIFF TESTS			X				
NATURAL GAS OPERATE VALVES						X	
NATURAL GAS (ANNUAL REPORT)							X
NATURAL GAS UPDATE EMERGENCY CALL LISTS							X
NATURAL GAS MAIL GAS SNIFF PADS TO RESIDENTS							X
NATURAL GAS INSPECTIONS DEPT. OF LABOR							X
NATURAL GAS PERFORM CP TESTS						X	
NATURAL GAS PATROL GAS LINES							X
<b>ELEVATORS</b>							
INSPECTIONS (ROUTINE) CONTRACTOR			X				
ANNUAL LOAD TESTS CONTRACTOR							X
INSPECTIONS N.C. DEPT OF LABOR						X	
CLEANING SERVICE	X						
<b>FIRE SAFETY (HI RISES)</b>							
TEST FIRE ALARM SYSTEM 3 HI RISES (CONTRACTOR)			X				
PERFORM FIRE DRILLS AT HI RISES (CONTRACTOR)			X				
TEST FIRE SPRINKLER SYSTEM (WATER PRESSURE)							X
TEST TAMPER SWITCHES AND FLOW VALVES							X
TEST WATER PUMPS AND SPRINKLER HEADS							X
UPDATE HANDICAPPED RESIDENT LISTING					X		
INSPECTION OF 600 GAL. WATER HEATERS							X
INSPECT FIRE EXTINGUISHERS					X		
TEST EMERGENCY GENERATORS/			X				
<b>FIRE SAFETY (RESIDENTS)</b>							
FIRE SAFETY INFORMATION (NEWSLETTER)						X	
FIRE SAFETY AWARENESS MONTH							X
FIRE SAFETY MEETING (FIRE DEPARTMENT)							X
SAFETY COMMITTEE MEETINGS			X				

PREVENTATIVE  
MAINTENANCE PLAN

<b>MAINTENANCE (ADMINISTRATION)</b>	<b>DAILY</b>	<b>WEEKLY</b>	<b>MONTHLY</b>	<b>BI-MONTHLY</b>	<b>QUARTERLY</b>	<b>BI-ANNUALLY</b>	<b>ANNUALLY</b>
VACANT UNIT STATUS (REPORT)	X						
ERROR CHECK (WORK ORDERS)		X					
OVERDUE WORK ORDER REPORT	X						
EMPLOYEE PRODUCTIVITY REPORT		X					
UNIT COSTS REPORT			X				
UTILITIES REPORT			X				
QUALITY CONTROL (WORK ORDERS)		X					
<b>MAINTENANCE (ADMINISTRATION) CONTINUED</b>							
VEHICLE MAINTENANCE REPORT		X					
VEHICLE INSPECTIONS (STATE OF N.C.)							X
VEHICLE MILEAGE DATA (EMPLOYEES)	X						
VEHICLE INSPECTIONS (SUPERVISOR)			X				
<b>PREVENTATIVE MAINTENANCE (APARTMENTS)</b>							
HEATING SYSTEMS ONLY					X		
HEATING/AIR CONDITIONING SYSTEMS				X			
HEATING SYSTEM FILTERS					X		
CHECK SMOKE DETECTORS		X	X	X	X	X	
CHECK FIRE EXTINGUISHERS (APARTMENTS)		X	X	X			
<b>PREVENTATIVE MAINTENANCE ( CENTERS)</b>							
HEATING/AIR CONDITIONING SYSTEMS FILTERS				X			
HVAC CLEANING COILS SEASONAL CHECKS			X	X	X		
SMOKE DETECTORS			X	X	X		
GENERAL CLEANING	X						
INTERIOR INSPECTION						X	
INSPECT SECURITY AND FIRE ALARM SYSTEM							X

PREVENTATIVE  
MAINTENANCE PLAN

<b>COMMUNITY EXTERIOR INSPECTIONS</b>	<b>DAILY</b>	<b>WEEKLY</b>	<b>MONTHLY</b>	<b>BI-MONTHLY</b>	<b>QUARTERLY</b>	<b>BI-ANNUALLY</b>	<b>ANNUALLY</b>
INSPECTIONS OF BUILDINGS							X
INSPECTIONS OF GROUNDS							X
INSPECTIONS OF STREET LIGHTS (SECURITY LIGHTS)					X		
LAWN MAINTENANCE (CONTRACT)		X					
INSPECT PLAYGROUND EQUIPMENT				X			
<b>UTILITIES MAINTENANCE</b>							
READ ELECTRIC AND GAS METERS			X				
CHECK ALL WATER MASTER METER VALVES							X
CHECK ALL STORM WATER DRAINS CATCH BASINS					X		
ELECTRICAL DISTRIBUTION (TRANSFORMERS)							X
UPDATE UTILITY MAPS							X
<b>MAINTENANCE PERSONNEL</b>							
MAINTENANCE EMPLOYEE EVALUATIONS							X
MAINTENANCE MEETING (GENERAL INFORMATION)			X				
MAINTENANCE PERSONNEL (BUDGET INPUT)					X		
SUBMIT ANNUAL MAINTENANCE PLAN							X
RENEW UNIFORM CONTRACT							X
<b>MAINTENANCE MISCELLANEOUS</b>							
RENEW 2 WAY RADIO LICENSE (FCC)							X
RENEW CONTRACT FOR CLEANING VACANT UNITS							X
SUBMIT SUGGESTIONS FOR CAPITAL FUND PROGRAM							X
RENEW PAINT MATERIAL CONTRACT							X
RENEW FUEL AGREEMENT WITH CITY OF HIGH POINT							X
RENEW DUMPSTER AGREEMENT CITY OF HIGH POINT							X
POST ANNUAL WORKERS COMP. REPORT							X
POST BOARD MEETING INFORMATION			X				

# Annual Statement/Performance and Evaluation Report

## Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

### Part 1: Summary

<b>PHA Name:</b> <b>Housing Authority of the City of High Point</b>		<b>Grant Type and Number</b> Capital Fund Program Grant No: NC19P00670898 Replacement Housing Factor Grant No:		<b>Federal FY of Grant:</b> <b>1998</b>	
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:    ) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 06/30/01 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements Soft Costs	23,539.22	23,415.50	23,415.50	23,415.50
	Management Improvements Hard Costs				
4	1410 Administration	195,195.85	195,067.28	195,067.28	195,067.28
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	54,469.16	57,279.66	57,279.66	57,279.66
8	1440 Site Acquisition				
9	1450 Site Improvement	187,798.99	187,798.97	187,798.97	187,798.97
10	1460 Dwelling Structures	491,117.44	501,607.43	501,607.43	501,607.43
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures	422,770.57	397,708.16	397,708.16	397,708.16
13	1475 Non-dwelling Equipment	12,428.69	12,428.69	12,428.69	12,428.69
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1498 Modernization Used for Development	138,151.08	150,165.31	150,165.31	150,165.31
19	1502 Contingency				
	Amount of Annual Grant: (sum of lines.....)	1,525,471.00	1,525,471.00	1,525,471.00	1,525,471.00

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**  
**Part 1: Summary**

<b>PHA Name:</b> <b>Housing Authority of the City of High Point</b>		<b>Grant Type and Number</b> Capital Fund Program Grant No:                      N C 1 9 P 0 0 6 7 0 8 9 8 Replacement Housing Factor Grant No:		<b>Federal FY of Grant:</b> <b>1 9 9 8</b>	
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:    ) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 06/30/01 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
	Amount of line XX Related to LBP Activities				
	Amount of line XX Related to Section 504 compliance				
	Amount of line XX Related to Security –Soft Costs				
	Amount of Line XX related to Security-- Hard Costs				
	Amount of line XX Related to Energy Conservation Measures				
	Collateralization Expenses or Debt Service				



**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**  
**Part II: Supporting Pages**

PHA Name: <b>Housing Authority of the City of High Point</b>		Grant Type and Number Capital Fund Program Grant No: NC 19 P 00670898 Replacement Housing Factor Grant No:					Federal FY of Grant: <b>1 9 9 8</b>		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Qty.	Total Estimated Cost		Funds Obligated	Funds Expended	Status of Work
					Original	Revised			
NC00600	Architect & Engineering Design Service		1430.01		36,314.16	36,979.66	36,979.66	36,979.66	
	Administrative Building		1470.00		69,315.88	80,023.09	80,023.09	80,023.09	
	Labor to replace 4 Ton Compressor		1470.00		375.00	375.00	375.00	375.00	
	Install Security Measures		1470.00		4,262.64	4,262.64	4,262.64	4,262.64	
NC006011	Abate and Cleanup the Presence of Bats		1470.01		3,602.90	3,602.90	3,602.90	3,602.90	
	Replace Main Circuit Fire Board		1470.00		1,050.00	1,050.00	1,050.00	1,050.00	
NC006019	Materials and Contract Cost for 619		1498.01		138,151.08	150,165.31	150,165.31	150,165.31	
NC006001	Day Care Center		1470.00		9,845.01	9,845.00	9,845.00	9,845.00	
	Replace Side Walks		1450.00		9,800.00	9,800.00	9,800.00	9,800.00	
	Install Steel Security Screens & Doors		1460.19		55,852.00	55,462.00	55,462.00	55,462.00	
	Replace Gas Meters		1450.00		6,917.18	6,917.18	6,917.18	6,917.18	
	Replace 300 Ft. Steel Gas Line		1450.00		5,457.15	5,457.15	5,457.15	5,457.15	
NC006004	Install Return Vents for Furnaces		1460.16		0.00	10,880.00	10,880.00	10,880.00	
	Install New Plastic Natural Gas Lines		1450.00		88,407.75	88,407.75	88,407.75	88,407.75	
	Architectural and Engineering		1430.01		0.00	2,145.00	2,145.00	2,145.00	
	Community Facility Addition		1470.00		328,739.14	292,969.53	292,969.53	292,969.53	
	Outlets, Light Fixtures, Exhaust Fan		1460.15		1,058.40	1,058.40	1,058.40	1,058.40	
	Top Soil, Timbers, Fertilizer, Seed		1450.11		7,500.00	7,500.00	7,500.00	7,500.00	
NC00600	Economic Development Program		1408.50		18,619.83	18,631.13	18,631.13	18,631.13	
	Computer Update		1408.01		4,906.09	4,771.07	4,771.07	4,771.07	
	Computer System		1475.01		6,593.92	6,593.92	6,593.92	6,593.92	

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**  
**Part II: Supporting Pages**

PHA Name: <b>Housing Authority of the City of High Point</b>		Grant Type and Number Capital Fund Program Grant No: NC19P00670898 Replacement Housing Factor Grant No:					Federal FY of Grant: <b>1 9 9 8</b>		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Qty.	Total Estimated Cost		Funds Obligated	Funds Expended	Status of Work
					Original	Revised			
	Office Accessory Addition		1475.01		501.38	501.38	501.38	501.38	
	Economic development Equipment		1475.01		5,333.39	5,333.39	5,333.39	5,333.39	
	Replace Fire Hydrants		1450.00		5,885.00	5,885.00	5,885.00	5,885.00	
	Resident Meeting		1408.30		13.30	13.30	13.30	13.30	
	Salary of Contract Coordinator		1410.01		29,829.77	29,829.77	29,829.77	29,829.77	
	Inspector		1410.01		31,072.46	31,072.46	31,072.46	31,072.46	
	Accounting and Administrative		1410.01		23,865.28	23,865.28	23,865.28	23,865.28	
	Fringe Benefits		1410.09		25,428.34	25,428.34	25,428.34	25,428.34	
	CHSP Coordinator		1410.03		85,000.00	84,871.43	84,871.43	84,871.43	
NC006009	Tree Removal/ Sidewalk Replacement		1450.00		1,975.01	1,975.00	1,975.00	1,975.00	
	Renovate Community Room		1470.00		680.00	680.00	680.00	680.00	
NC006002	Remove Trees		1450.00		2,000.00	2,000.00	2,000.00	2,000.00	
	Replace Side Walks (Safety Hazard)		1450.00		1,850.00	1,850.00	1,850.00	1,850.00	
	Replace Flat Roof on Day Care Center		1470.00		4,900.00	4,900.00	4,900.00	4,900.00	
NC006003	Architectural Fee		1430.01		18,155.00	18,155.00	18,155.00	18,155.00	
	Liquidated Damages		1415.00		0.00	0.00	0.00	0.00	
	Install Light Fixtures & Heat Units		1460.15		2,491.23	2,491.23	2,491.23	2,491.23	
	Install Alarm System		1460.19		718.76	718.76	718.76	718.76	
	Build Concrete Pad For Generator		1460.14		950.00	950.00	950.00	950.00	
	Install Fire Sprinkler System		1460.20		349,534.65	349,534.65	349,534.65	349,534.65	
NC006005	Replace Roofing Shingles(22 Buildings)		1460.18		51,000.00	51,000.00	51,000.00	51,000.00	
	Termite Treatment		1450.01		950.00	950.00	950.00	950.00	
	Sidewalks		1450.00		4,650.01	4,650.00	4,650.00	4,650.00	
NC006006	Replace Steel Gas Line with Plastic		1450.00		29,490.79	29,490.79	29,490.79	29,490.79	
	Grind Sidewalks		1450.00		8,000.00	8,000.00	8,000.00	8,000.00	

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**  
**Part II: Supporting Pages**

PHA Name: <b>Housing Authority of the City of High Point</b>		Grant Type and Number Capital Fund Program Grant No: NC19P00670898 Replacement Housing Factor Grant No:				Federal FY of Grant: <b>1998</b>			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Qty.	Total Estimated Cost		Funds Obligated	Funds Expended	Status of Work
					Original	Revised			
	Remove Trees		1450.00		14,916.10	14,916.10	14,916.10	14,916.10	
NC006008	Replace 7.5 Ton Compressor		1460.16		1,700.00	1,700.00	1,700.00	1,700.00	
	Vinyl Tile and Carpet		1460.13		25,750.00	25,750.00	25,750.00	25,750.00	
	Outside Security Lights		1460.19		555.00	555.00	555.00	555.00	
	Lights, Heat Units, and Elevator Switch		1460.15		1,507.40	1,507.39	1,507.39	1,507.39	
	GRAND TOTAL				<b>1,525,471</b>	<b>1,525,471</b>	<b>1,525,471</b>	<b>1,525,471</b>	

# Annual Statement/Performance and Evaluation Report

## Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

### Part III: Implementation Schedule

PHA Name: Housing Authority of the City of High Point		<b>Grant Type and Number</b> Capital Fund Program No: NC19P00670898 Replacement Housing Factor No:				Federal FY of Grant: 1998	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
Management Improvements							
006-003	06/30/00		10/11/99	06/30/01		08/01/00	
006-006	06/30/00		05/13/99	06/30/01		05/13/99	
006-010	06/30/00		05/31/00	06/30/01		06/14/00	
NC006000	06/30/00		05/12/99	06/30/01		05/13/99	
NC006001	06/30/00		04/13/00	06/30/01		05/25/00	
NC006003	06/30/00		01/05/00	06/30/01		12/12/00	
NC006004	06/30/00		06/30/00	06/30/01		06/30/01	
NC006005	06/30/00		06/30/00	06/30/01		11/17/00	
NC006006	06/30/00		05/22/00	06/30/01		05/25/00	
NC006008	06/30/00		06/30/00	06/30/01		12/15/00	
NC006009	06/30/00		06/30/00	06/30/01		05/25/00	
NC006011	06/30/00		06/30/00	06/30/01		09/08/00	
NC006019	06/30/00		06/30/00	06/30/01		06/30/01	

# Annual Statement/Performance and Evaluation Report

## Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

### Part 1: Summary

<b>PHA Name:</b> <b>Housing Authority of the City of High Point</b>		<b>Grant Type and Number</b> Capital Fund Program Grant No: NC19P00670999 Replacement Housing Factor Grant No:		<b>Federal FY of Grant:</b> <b>1999</b>	
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: )					
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 06/30/01 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements Soft Costs				
	Management Improvements Hard Costs	10,000.00	10,000.00	10,000.00	10,000.00
4	1410 Administration	120,195.07	120,195.07	120,195.07	120,195.07
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	7,261.00	6,373.00	6,373.00	6,159.00
8	1440 Site Acquisition				
9	1450 Site Improvement	461,167.17	451,382.15	451,382.15	420,382.15
10	1460 Dwelling Structures	711,342.54	684,354.82	684,354.82	411,247.80
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures	408,789.80	444,880.07	444,880.07	409,095.08
13	1475 Non-dwelling Equipment	90,800.42	92,370.89	92,370.89	92,370.89
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**  
**Part 1: Summary**

<b>PHA Name:</b> <b>Housing Authority of the City of High Point</b>		<b>Grant Type and Number</b> Capital Fund Program Grant No: NC19P00670999 Replacement Housing Factor Grant No:		<b>Federal FY of Grant:</b> <b>1999</b>	
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 06/30/01 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
18	1498 Modernization Used for Development	17605.00	17605.00	17605.00	17604.81
19	1502 Contingency				
	Amount of Annual Grant: (sum of lines.....)	1,827,161.00	1,827,161.00	1,827,161.00	1,487,054.80
	Amount of line XX Related to LBP Activities				
	Amount of line XX Related to Section 504 compliance				
	Amount of line XX Related to Security--Soft Costs				
	Amount of Line XX related to Security-- Hard Costs				
	Amount of line XX Related to Energy Conservation Measures				
	Collateralization Expenses or Debt Service				

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**  
**Part II: Supporting Pages**

PHA Name: <b>Housing Authority of the City of High Point</b>		Grant Type and Number Capital Fund Program Grant No: N C 1 9 P 0 0 6 7 0 9 9 9 Replacement Housing Factor Grant No:					Federal FY of Grant: <b>1 9 9 9</b>		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Qty.	Total Estimated Cost		Funds Obligated	Funds Expended	Status of Work
					Original	Revised			
NC00600	Economic Development Program		1408.50		10,000.00	10,000.00	10,000.00	10,000.00	
NC00600	Salary of Contract Coordinator		1410.01		39,098.73	39,098.73	39,098.73	39,098.73	
NC00600	Fringe Benefits		1410.09		30,334.94	30,334.94	30,334.94	30,334.94	
NC00600	Inspector Salary		1410.01		9,674.54	9,674.54	9,674.54	9,674.54	
NC00600	Accounting and Administrative		1410.01		41,086.86	41,086.86	41,086.86	41,086.86	
NC006004	Replace Gutters		1460.23		19,218.00	0.01	0.01	0.00	
NC006004	Replace Existing Sewer Liners		1450.13		318,852.94	318,852.94	318,852.94	318,852.94	
NC006004	Install Pipe for Storm Drain		1450.00		86,000.00	86,000.00	86,000.00	55,000.00	
NC006004	Community Facility Addition		1470.00		0.00	35,784.99	35,784.99	0.00	
NC006004	Install Return Vents for Furnaces		1460.16		10,879.84	0.01	0.01	0.00	
NC00600	Purchase Five Maintenance Vehicles		1475.07		90,800.42	92,370.89	92,370.89	92,370.89	
NC00600	Administrative Building Addition		1470.00		407,569.00	407,874.28	407,874.28	407,874.28	
NC00600	Wall Covering for Director's office		1470.00		1,220.80	1,220.80	1,220.80	1,220.80	
NC006005	Resurface Parking Lots and Dives		1450.00		23,314.23	23,314.23	23,314.23	23,314.23	
NC006006	Tree Trimming/ Removal		1450.00		30,000.00	20,215.00	20,215.00	20,215.00	
NC006008	Trash Chute Door Replacement		1460.00		4,200.00	4,200.00	4,200.00	4,200.00	
NC006008	Replace Kitchen Cabinets		1460.11		306,278.00	309,388.10	309,388.10	309,388.10	

**Annual Statement/Performance and Evaluation Report  
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)  
Part II: Supporting Pages**

[illegible]





**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**  
**Part III: Implementation Schedule**

PHA Name: <b>Housing Authority of the City of High Point</b>			Grant Type and Number Capital Fund Program No: NC19P00670999 Replacement Housing Factor No:			Federal FY of Grant: <b>1999</b>	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
Management Improvements 001-002	03/31/01		07/01/00	09/30/02		06/21/01	
NC00600 High Point Housing Authority	03/31/01		03/07/01	09/30/02		06/29/01	
NC006003 Astor Dowdy Towers	03/31/01		02/14/01	09/30/02			
NC006004 Carson Stout Homes	03/31/01		03/31/01	09/30/02			
NC006005 Beamon Courts	03/31/01		07/18/00	09/30/02		07/26/00	
NC006006 J C Morgan Courts	03/31/01		03/31/01	09/30/02		04/19/01	
NC006008 Elm Towers	03/31/01		03/14/01	09/30/02			
NC006009 Juanita Hills	03/31/01		03/14/01	09/30/02		06/29/01	
NC006011 Springfield Towers	03/31/01		10/06/00	09/30/02		10/06/00	
NC006012 Scattered Sites "A"	03/31/01		03/14/01	09/30/02		03/20/01	
NC006013 Scattered Sites "B"	03/31/01		03/14/01	09/30/02		03/20/01	

# Annual Statement/Performance and Evaluation Report

## Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

### Part 1: Summary

<b>PHA Name:</b> <b>Housing Authority of the City of High Point</b>		<b>Grant Type and Number</b> Capital Fund Program Grant No: NC19P00650100 Replacement Housing Factor Grant No:		<b>Federal FY of Grant:</b> <b>2000</b>	
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 06/30/01 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements Soft Costs				
	Management Improvements Hard Costs				
4	1410 Administration	127,540.00	133,935.74	102,663.05	88,036.74
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	93,319.00	93,319.00	0.00	0.00
8	1440 Site Acquisition				
9	1450 Site Improvement	342,582.97	406,234.97	263,009.08	104,799.08
10	1460 Dwelling Structures	1,414,573.02	1,227,915.05	371,365.77	148,628.77
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures	3,000.00	64,478.41	61,478.41	10,704.42
13	1475 Non-dwelling Equipment	20,000.01	75,131.83	55,131.82	55,131.82
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1498 Modernization Used for Development				
19	1502 Contingency				

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**  
**Part 1: Summary**

<b>PHA Name:</b> <b>Housing Authority of the City of High Point</b>		<b>Grant Type and Number</b> Capital Fund Program Grant No: <b>N C 1 9 P 0 0 6 5 0 1 0 0</b> Replacement Housing Factor Grant No:		<b>Federal FY of Grant:</b> <b>2 0 0 0</b>	
<input type="checkbox"/> <b>Original Annual Statement</b> <input type="checkbox"/> <b>Reserve for Disasters/ Emergencies</b> <input type="checkbox"/> <b>Revised Annual Statement (revision no:    )</b> <input checked="" type="checkbox"/> <b>Performance and Evaluation Report for Period Ending: 06/30/01</b> <input type="checkbox"/> <b>Final Performance and Evaluation Report</b>					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
	Amount of Annual Grant: (sum of lines.....)	<b>2,001,015.00</b>	<b>2,001,015.00</b>	<b>853,648.13</b>	<b>407,300.83</b>
	Amount of line XX Related to LBP Activities				
	Amount of line XX Related to Section 504 compliance				
	Amount of line XX Related to Security –Soft Costs				
	Amount of Line XX related to Security-- Hard Costs				
	Amount of line XX Related to Energy Conservation Measures				
	Collateralization Expenses or Debt Service				

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**  
**Part II: Supporting Pages**

PHA Name: <b>Housing Authority of the City of High Point</b>		Grant Type and Number Capital Fund Program Grant No: NC 19 P 00650100 Replacement Housing Factor Grant No:					Federal FY of Grant: <b>2 0 0 0</b>		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Qty.	Total Estimated Cost		Funds Obligated	Funds Expended	Status of Work
					Original	Revised			
NC00600	Purchase 3 vans		1475.07		20,000.01	0.00	0.00	0.00	
NC00600	Salary of Contract Coordinator		1410.01		31,885.00	15,723.19	10,259.66	15,723.19	
NC00600	Inspector Salary		1410.01		31,885.00	31,885.00	12,041.27	31,885.00	
NC00600	Fringe Benefits		1410.09		31,885.00	31,885.00	25,919.57	31,885.00	
NC00600	Accounting & Administrative		1410.01		31,885.00	54,442.55	54,442.55	54,442.55	
NC006002	Repair Sink Hole at Daniel Brooks		1450.14		0.00	7,357.00	7,357.00	7,357.00	
NC006002	Computer Equipment & Software		1475.01		0.00	55,131.82	55,131.82	55,131.82	
NC006002	Install Fire Alarm System at Adm. Bldg.		1460.20		0.00	5,729.77	5,729.77	5,729.77	
NC006002	Carpet Hallways & Lobbies		1460.13		9,300.02	9,300.02	0.00	0.00	
NC006002	Repair Sidewalks		1450.00		15,600.00	15,600.00	0.00	0.00	
NC006002	ADA Self-Closing Doors		1460.00		55,930.00	52,125.00	52,125.00	34,849.00	
NC006004	Community Facility Addition		1470.00		0.00	50,773.99	50,773.99	0.00	
NC006004	Closet Doors		1460.00		160,000.00	160,000.00	160,000.00	0.00	
NC006004	Replace Sewer Lines		1450.13		89,147.08	89,147.08	89,147.08	41,147.08	
NC006004	Drainage, Erosion/Landscaping		1450.00		20,175.89	20,175.89	20,175.89	0.00	
NC006004	Replace Gutters		1460.23		0.00	19,218.00	19,218.00	0.00	
NC006004	Gutters & Downspouts		1460.23		44,000.00	44,000.00	0.00	0.00	
NC006004	Lighted Building Numbers		1460.14		18,000.00	18,000.00	0.00	0.00	
NC006004	Install Steel Storm Doors		1460.00		32,328.00	32,328.00	32,328.00	32,328.00	
NC006004	Vinyl Siding		1460.14		39,761.00	39,761.00	0.00	0.00	

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**  
**Part II: Supporting Pages**

PHA Name: <b>Housing Authority of the City of High Point</b>		Grant Type and Number Capital Fund Program Grant No: N C 1 9 P 0 0 6 5 0 1 0 0 Replacement Housing Factor Grant No:					Federal FY of Grant: <b>2 0 0 0</b>		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Qty.	Total Estimated Cost		Funds Obligated	Funds Expended	Status of Work
					Original	Revised			
NC006004	Lighted Building Numbers		1460.14		28,800.00	28,800.00	0.00	0.00	
NC006004	Security Fence		1450.00		14,000.00	14,000.00	0.00	0.00	
NC006004	Landscape/ Correct Drainage Problems		1450.00		77,000.00	77,000.00	0.00	0.00	
NC006004	Install Hand Rails at Clara Cox		1460.25		0.00	56,295.00	56,295.00	56,295.00	
NC006004	Install Community Sign		1470.00		3,000.00	3,000.00	0.00	0.00	
NC006004	Weatherproof Windows & Doors		1460.00		47,,908.00	47,,908.00	0.00	0.00	
NC006004	Steel Security Screens and Doors		1460.19		126,000.00	106,782.00	0.00	0.00	
NC006002	Vents/ Weatherproofing		1460.14		96,600.00	96,600.00	0.00	0.00	
NC006002	Sidewalk Repair/ Landscaping		1450.00		89,500.00	89,500.00	89,500.00	0.00	
NC006002	Weatherproof Windows & Doors		1460.00		58,508.00	58,508.00	0.00	0.00	
NC006002	Install 1.6 Gal. Toilets/ Faucet Aerator		1460.12		109,108.00	91,878.23	0.00	0.00	
NC006008	Replace Entry Door ADA		1460.00		55,930.00	63,754.00	63,754.00	45,546.00	
NC006008	Replace Windows		1460.00		180,000.00	1,836.00	1,836.00	1,836.00	
NC006009	Lighted Building Numbers		1460.14		42,000.00	42,000.00	0.00	0.00	
NC006012	Lighted Building Numbers		1460.14		10,800.00	10,800.00	0.00	0.00	
NC006012	Central Air Conditioning		1460.16		100,800.00	100,800.00	0.00	0.00	
NC006013	Security Fence		1450.00		7,600.00	7,600.00	0.00	0.00	
NC006013	Central Air Conditioning		1460.16		120,400.00	120,400.00	0.00	0.00	
NC006001	Repair Fire Damage		1460.21		0.00	11,500.00	11,500.00	11,500.00	
NC006001	Architect & Engineering		1430.01		93,319.00	93,319.00	0.00	0.00	
NC006015	Landscaping/ Erosion		1450.00		8,850.00	8,850.00	0.00	0.00	
NC006015	Central Air Conditioning		1460.16		78,400.00	78,400.00	0.00	0.00	
NC006019	Reseeding and Planting Trees		1450.00		20,710.00	20,710.00	20,710.00	0.00	
NC006004	Replace HVAC Units		1460.16		0.00	6,750.00	6,750.00	0.00	

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**  
**Part II: Supporting Pages**

PHA Name: <b>Housing Authority of the City of High Point</b>		Grant Type and Number Capital Fund Program Grant No: N C 1 9 P 0 0 6 5 0 1 0 0 Replacement Housing Factor Grant No:				Federal FY of Grant: <b>2 0 0 0</b>			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Qty.	Total Estimated Cost		Funds Obligated	Funds Expended	Status of Work
					Original	Revised			
NC006004	Install Security System at 603 & 608		1460.19		0.00	18,125.00	18,125.00	16,840.00	
NC006004	Install New Phone Lines in Adm. Bldg.		1470.00		0.00	5,182.25	5,182.25	5,182.25	
NC006004	Administrative Building Addition		1470.00		0.00	5,522.17	5,522.17	5,522.17	
Grand Total					<b>2,001,015</b>	<b>1,001,015</b>	<b>853,648.13</b>	<b>407,300.83</b>	

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**  
**Part III: Implementation Schedule**

PHA Name: <b>Housing Authority of the City of High Point</b>			Grant Type and Number Capital Fund Program No: N C 1 9 P 0 0 6 5 0 1 0 0 Replacement Housing Factor No:			Federal FY of Grant: <b>2 0 0 0</b>	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
Management Improvements 001-001	03/31/02			09/30/03			
NC00600 High Point Housing Authority	03/31/02			09/30/03			
NC006001 Clara Cox Homes	03/31/02			09/30/03			
NC006002 Daniel Brooks Homes	03/31/02			09/30/03			
NC006003 Astor Dowdy Towers	03/31/02			09/30/03			
NC006004 Carson Stout Homes	03/31/02			09/30/03			
NC006005 Beamon Courts	03/31/02			09/30/03			
NC006006 J C Morgan Courts	03/31/02			09/30/03			
NC006008 Elm Towers	03/31/02		05/18/01	09/30/03			
NC006009 Juanita Hills	03/31/02			09/30/03			
NC006012 Scattered Sites "A"	03/31/02			09/30/03			



**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**  
**Part III: Implementation Schedule**

PHA Name: <b>Housing Authority of the City of High Point</b>		Grant Type and Number Capital Fund Program No: N C 1 9 P 0 0 6 5 0 1 0 0 Replacement Housing Factor No:				Federal FY of Grant: <b>2 0 0 0</b>	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
NC19P006013 Scattered Sites "B"	03/31/02			09/30/03			
NC19P006019 Deep River "619"	03/31/02		03/14/01	09/30/03			

# Annual Statement/Performance and Evaluation Report

## Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

### Part 1: Summary

<b>PHA Name:</b> <b>Housing Authority of the City of High Point</b>		<b>Grant Type and Number</b> Capital Fund Program Grant No: NC19P00650201 Replacement Housing Factor Grant No:		<b>Federal FY of Grant:</b> <b>2001</b>	
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:    )					
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 06/30/01 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	204,160		0	0
3	1408 Management Improvements Soft Costs	216,644		0	0
	Management Improvements Hard Costs				
4	1410 Administration	229,291		0	0
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	58,880		0	0
8	1440 Site Acquisition				
9	1450 Site Improvement	829,960		0	0
10	1460 Dwelling Structures	499,700		0	0
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures	129,030		0	0
13	1475 Nondwelling Equipment	125,250		0	0
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1502 Contingency				

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**  
**Part 1: Summary**

<b>PHA Name:</b> <b>Housing Authority of the City of High Point</b>		<b>Grant Type and Number</b> Capital Fund Program Grant No: NC 19 P 00650201 Replacement Housing Factor Grant No:		<b>Federal FY of Grant:</b> <b>2 0 0 1</b>	
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:    )					
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 06/30/01 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
	Amount of Annual Grant: (sum of lines.....)	2 , 2 9 2 , 9 1 5		0	0
	Amount of line XX Related to LBP Activities				
	Amount of line XX Related to Section 504 compliance				
	Amount of line XX Related to Security –Soft Costs				
	Amount of Line XX related to Security-- Hard Costs				
	Amount of line XX Related to Energy Conservation Measures				
	Collateralization Expenses or Debt Service				

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**  
**Part II: Supporting Pages**

PHA Name: <b>Housing Authority of the City of High Point</b>		Grant Type and Number Capital Fund Program Grant No:    N C 1 9 P 0 0 6 5 0 2 0 1 Replacement Housing Factor Grant No:					Federal FY of Grant: <b>2 0 0 1</b>		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
NC006001	Add / Remove Community Center		1470.00		129,030				
	Install Foundation Vents		1450.14		43,050				
	Install Water Cut-off Valves		1460.17		126,000				
NC006006	Architect and Engineering Design		1430.01		28,090				
	Drain Lines		1450.13		29,730				
	Additional Street Lights		1450.00		23,830				
	Replace Water & Sewer Lines		1450.12		359,030				
NC006008	Architect & Engineering Design Service		1430.01		30,790				
	Repave Streets		1450.00		19,600				
	Install New Windows		1460.00		300,000				
NC006009	Replace Gas Meters		1450.12		354,720				
	Repair Electrical Transformers		1460.15		73,700				
NC00600	Drug Elimination Program		1408.20		40,514				
	Resident Training		1408.30		52,500				
	Economic Development		1408.50		41,730				
	Resident Drivers Education		1408.30		15,750				
	Resident / Ind. Participation		1408.30		52,500				
	Computer Update		1408.01		13,650				
	Salary for Contract Coordinator		1410.01		55,455				
	Salary for Inspector / Contractor		1410.01		41,098				
	Salary Resident Services		1410.01		44,223				
	Accounting & Administrative		1410.01		35,260				

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**  
**Part II: Supporting Pages**

PHA Name: <b>Housing Authority of the City of High Point</b>		Grant Type and Number Capital Fund Program Grant No: N C 1 9 P 0 0 6 5 0 2 0 1 Replacement Housing Factor Grant No:					Federal FY of Grant: <b>2 0 0 1</b>		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
	Resident Participation		1410.19		7,978				
	Fringe Benefits		1410.09		45,277				
	Purchase Vehicles		1475.07		65,250				
	Operations		1406.00		204,160				
NC006004	New Playground Equipment		1475.04		60,000				

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**  
**Part III: Implementation Schedule**

PHA Name: Housing Authority of the City of High Point			Grant Type and Number Capital Fund Program No: NC19P00650201 Replacement Housing Factor No:			Federal FY of Grant: 2001	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
Management Improvements							
002-002	03/31/03			09/30/04			
002-003	03/31/03			09/30/04			
002-004	03/31/03			09/30/04			
002-005	03/31/03			09/30/04			
002-006	03/31/03			09/30/04			
002-007	03/31/03			09/30/04			
NC006000	03/31/03			09/30/04			
NC006001	03/31/03			09/30/04			
NC006004	03/31/03			09/30/04			
NC006006	03/31/03			09/30/04			
NC006008	03/31/03			09/30/04			
NC006009	03/31/03			09/30/04			

# Annual Statement/Performance and Evaluation Report

## Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

### Part 1: Summary

<b>PHA Name:</b> <b>Housing Authority of the City of High Point</b>		<b>Grant Type and Number</b> Capital Fund Program Grant No: NC19P00650302 Replacement Housing Factor Grant No:		<b>Federal FY of Grant:</b> <b>2002</b>	
<input checked="" type="checkbox"/> <b>Original Annual Statement</b> <input type="checkbox"/> <b>Reserve for Disasters/ Emergencies</b> <input type="checkbox"/> <b>Revised Annual Statement (revision no: )</b> <input type="checkbox"/> <b>Performance and Evaluation Report for Period Ending:</b> <input type="checkbox"/> <b>Final Performance and Evaluation Report</b>					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements Soft Costs				
	Management Improvements Hard Costs	23,650			
4	1410 Administration	214,696			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	56,930			
8	1440 Site Acquisition				
9	1450 Site Improvement	205,000			
10	1460 Dwelling Structures	768,689			
11	1465.1 Dwelling Equipment—Nonexpendable	63,000			
12	1470 Nondwelling Structures	815,000			
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1502 Contingency				

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**  
**Part 1: Summary**

<b>PHA Name:</b> <b>Housing Authority of the City of High Point</b>		<b>Grant Type and Number</b> Capital Fund Program Grant No:                      N C 1 9 P 0 0 6 5 0 3 0 2 Replacement Housing Factor Grant No:		<b>Federal FY of Grant:</b> <b>2 0 0 2</b>	
<input checked="" type="checkbox"/> <b>Original Annual Statement</b> <input type="checkbox"/> <b>Reserve for Disasters/ Emergencies</b> <input type="checkbox"/> <b>Revised Annual Statement (revision no:    )</b> <input type="checkbox"/> <b>Performance and Evaluation Report for Period Ending:</b> <input type="checkbox"/> <b>Final Performance and Evaluation Report</b>					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
	Amount of Annual Grant: (sum of lines.....)	2 , 1 4 6 , 9 6 5			
	Amount of line XX Related to LBP Activities				
	Amount of line XX Related to Section 504 compliance				
	Amount of line XX Related to Security –Soft Costs				
	Amount of Line XX related to Security-- Hard Costs				
	Amount of line XX Related to Energy Conservation Measures				
	Collateralization Expenses or Debt Service				



**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**  
**Part II: Supporting Pages**

PHA Name: <b>Housing Authority of the City of High Point</b>		Grant Type and Number Capital Fund Program Grant No: N C 1 9 P 0 0 6 5 0 3 0 2 Replacement Housing Factor Grant No:					Federal FY of Grant: <b>2 0 0 2</b>		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
NC006000	Economic Development Program		1408.50		10,000				
	Computer Update		1408.01		13,650				
	Subtotal				23,650				
NC006000	Salary of Contract Coordinator		1410.01		42,995				
	Inspector		1410.01		40,617				
	CHSP Coordinator		1410.03		54,212				
	Accounting & Administration		1410.01		36,176				
	Fringe Benefits		1410.09		40,696				
	Subtotal				214,696				
NC006008	Replace Roof		1460.18		150,000				
	Architect & Engineering		1430.01		8,250				
	Subtotal				158,250				
NC006015	Central Air Conditioning		1460.16		112,000				
	Subtotal				112,000				
NC006012	Central Air Conditioning		1460.16		144,000				
	Subtotal				144,000				
NC006013	Central Air Conditioning		1460.16		172,000				
	Subtotal				172,000				
NC006002	Community Center Addition		1470.00		265,000				

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**  
**Part II: Supporting Pages**

PHA Name: <b>Housing Authority of the City of High Point</b>		Grant Type and Number Capital Fund Program Grant No: N C 1 9 P 0 0 6 5 0 3 0 2 Replacement Housing Factor Grant No:					Federal FY of Grant: <b>2 0 0 2</b>		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
	Security Screens for Windows		1460.19		179,110				
	Architect & Engineering		1430.01		14,580				
	Subtotal				458,690				
NC006001	Architect & Engineering		1430.01		3,850				
	Resurface Parking Lots		1450.00		70,000				
	Upgrade Underground Electrical System		1450.12		80,000				
	Replace Steel Gas Valves		1450.12		55,000				
	Replace Gas Ranges		1465.01		63,000				
	Subtotal				271,850				
NC006006	Architect & Engineering		1430.01		30,250				
	Community Center		1470.00		550,000				
	Subtotal				580,250				
NC006005	Install Return Air Grilles		1460.16		11,579				
	Subtotal				11,579				
	GRAND TOTAL				2,146,965				

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**  
**Part III: Implementation Schedule**

PHA Name: Housing Authority of the City of High Point			Grant Type and Number Capital Fund Program No: NC19P00650302 Replacement Housing Factor No:			Federal FY of Grant: 2002	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
Management Improvements							
001-001	03/31/04			09/30/05			
001-002	03/31/04			09/30/05			
NC006000	03/31/04			09/30/05			
NC006001	03/31/04			09/30/05			
NC006002	03/31/04			09/30/05			
NC006005	03/31/04			09/30/05			
NC006006	03/31/04			09/30/05			
NC006008	03/31/04			09/30/05			
NC006012	03/31/04			09/30/05			
NC006013	03/31/04			09/30/05			
NC006015	03/31/04			09/30/05			



## Capital Fund Program Five-Year Action Plan

### Part I: Summary

PHA Name: Housing Authority of the City of High Point		<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:			
Development Number/Name/HA- Wide	Year 1 2002	Work Statement for Year 2 FFY Grant: NC19P00650403 PHA FY: 2003	Work Statement for Year 3 FFY Grant: NC19P00650504 PHA FY: 2004	Work Statement for Year 4 FFY Grant: NC19P006506 PHA FY: 2005	Work Statement for Year 5 FFY Grant: NC19P006507 PHA FY: 2006
	Annual Statement				
NC006001		0	292,000	570,000	263,410
NC006002		1,167,800	266,000	0	319,855
NC006003		100,000	346,000	205,000	197,558
NC006004		0	130,000	640,000	371,040
NC006005		0	0	136,000	0
NC006006		192,000	0	0	247,200
NC006008		139,579	320,000	0	0
NC006009		0	0	130,000	35,200
NC006012		10,000	50,000	0	0
NC006013		10,000	50,000	0	0
NC006015		0	0	0	0
NC006017		0	0	4,579	0
NC006019		0	0	0	20,400
Total CFP Funds (Est.)		2,146,965	2,146,965	2,146,965	2,146,965
Total Replacement Housing Factor Funds					

## Capital Fund Program Five-Year Action Plan

### Part II: Supporting Pages—Work Activities

Activities for Year 1	Activities for Year : 2 FFY Grant: NC19P00650403 PHA FY: 2003			Activities for Year: 3 FFY Grant: NC19P00650504 PHA FY: 2004		
	Major Work Category	Quantity	Estimated Costs	Major Work Category	Quantity	Estimated Costs
	NC006000			NC006000	1	
	Three Vehicles		60,000	Three Vehicles		90,000
	Renovate Maintenance Building		158,000	Replace Carpet		70,000
	NC006002	170		Computer Hardware		80,000
	Gas Furnaces		326,800	NC006001	140	
	Install Central Air		688,000	Steel Security Screens for Windows		150,000
	Water Cut-off Valves		153,000	Underground Gas Lines		142,000
	NC006003	105		NC006002	170	
	Upgrade Elevators		100,000	Underground Gas Lines		120,000
	NC006006	96		Upgrade Underground Electrical System		76,000
	Replace Furnaces		192,000	Steel Gas Valves		70,000
	NC006008	150		NC006003	105	
	Upgrade Elevators		83,000	Paint Exterior		110,000
	Replace Wallpaper in Hallways/Corridors		56,579	Replace Carpet in Each Apartment		156,000
	NC006012	36		Carpet in the Hallways		80,000
	Resurface Parking Lots		10,000			
	NC006013	43		NC006004	160	
	Resurface Parking Lots		10,000	Roofs		130,000
				NC006008	150	
				Paint Exterior		110,000
				Carpet in Apartments		210,000
				NC006012	36	
				Underground Gas Lines		50,000

				NC006013	43	
				Underground Gas Lines		50,000
Activities for Year 1		Activities for Year : 4 FFY Grant: NC19P00650605 PHA FY: 2005			Activities for Year: 5 FFY Grant: NC19P00650706 PHA FY: 2006	
	Major Work Category	Quantity	Estimated Costs	Major Work Category	Quantity	Estimated Costs
	NC006000	1		NC006000	1	
	Three Vehicles		80,000	Operations		214,696
	Computer Hardware		59,260	Two Maintenance Vans		80,000
	NC006001	140		Computer Hardware		59,260
	Install Central Air		570,000	NC006001	140	
	NC006003	105		Kitchen Cabinets		263,410
	Heating and Air Units		100,000	NC006002	170	
	Replace HVAC Units		105,000	Kitchen Cabinets		319,855
	NC006004	160		NC006003	105	
	Install Central Air		640,000	Kitchen Cabinets		197,558
	NC006005	60		NC006004	160	
	Install Tub Surrounds		90,000	Landscaping		70,000
	Steel Storm Doors		46,000	Kitchen Cabinets		301,040
	NC006009	140		NC006006	96	
	Install Tub Surrounds		130,000	Return Air Grilles		19,200
	NC006017	19		Water Cut-off Valves		86,400
	Clean/Treat Wooden Decks, Drives, & Walks		4,579	Install Tub Surrounds		81,600
				Landscaping/Erosion		60,000
				NC006009	140	
				Return Air Grilles		35,200
				Playground Equipment		40,000
				NC006019	38	
				Clean/Treat Wooden Decks, Drives, & Walks		20,400

# Annual Statement/Performance and Evaluation Report

## Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

### Part 1: Summary

<b>PHA Name:</b> <b>Housing Authority of the City of High Point</b>		<b>Grant Type and Number</b> Capital Fund Program Grant No: Replacement Housing Factor Grant No: NC19R00650302		<b>Federal FY of Grant:</b> <b>2 0 0 2</b>	
<input checked="" type="checkbox"/> <b>Original Annual Statement</b> <input type="checkbox"/> <b>Reserve for Disasters/ Emergencies</b> <input type="checkbox"/> <b>Revised Annual Statement (revision no:     )</b> <input type="checkbox"/> <b>Performance and Evaluation Report for Period Ending:</b> <input type="checkbox"/> <b>Final Performance and Evaluation Report</b>					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements Soft Costs				
	Management Improvements Hard Costs				
4	1410 Administration	2 2 , 1 6 2			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	1 , 9 0 6			
8	1440 Site Acquisition				
9	1450 Site Improvement	1 0 , 6 3 5			
10	1460 Dwelling Structures	1 7 9 , 7 5 5			
11	1465.1 Dwelling Equipment—Nonexpendable	3 , 5 4 4			
12	1470 Nondwelling Structures	3 0 , 8 8 0			
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1502 Contingency				



**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**  
**Part 1: Summary**

<b>PHA Name:</b> <b>Housing Authority of the City of High Point</b>		<b>Grant Type and Number</b> Capital Fund Program Grant No: Replacement Housing Factor Grant No: NC19R00650302		<b>Federal FY of Grant:</b> <p style="text-align: center; font-size: 1.2em;"><b>2 0 0 2</b></p>	
<input checked="" type="checkbox"/> <b>Original Annual Statement</b> <input type="checkbox"/> <b>Reserve for Disasters/ Emergencies</b> <input type="checkbox"/> <b>Revised Annual Statement (revision no:     )</b>					
<input type="checkbox"/> <b>Performance and Evaluation Report for Period Ending:</b> <input type="checkbox"/> <b>Final Performance and Evaluation Report</b>					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
	Amount of Annual Grant: (sum of lines.....)	2 4 8 , 8 8 2			
	Amount of line XX Related to LBP Activities				
	Amount of line XX Related to Section 504 compliance	4 9 , 8 5 4			
	Amount of line XX Related to Security –Soft Costs				
	Amount of Line XX related to Security-- Hard Costs				
	Amount of line XX Related to Energy Conservation Measures	1 9 , 8 1 7			
	Collateralization Expenses or Debt Service				

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**  
**Part II: Supporting Pages**

PHA Name: <b>Housing Authority of the City of High Point</b>		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: NC19R00650302				Federal FY of Grant: <b>2 0 0 2</b>			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
RHF	Administration		1410		22,162				
	Architect & Engineering		1430		1,906				
	Drainage, Sidewalks, Landscaping		1450		10,635				
	ADA Plumbing, Etc.		1460		49,854				
	R-19, R-11 Energy Efficient Insulation		1460		19,817				
	New Construction		1460		110,084				
	Ranges & Refrigerators, etc.		1465		3,544				
	Outbuildings, etc.		1470		30,880				
	Grand Total				248,882				

**Annual Statement/Performance and Evaluation Report  
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)  
Part III: Implementation Schedule**

[illegible]

# Housing Authority of the City of High Point

## Job Classification Chart

July 1, 2001

### BOARD OF COMMISSIONERS (7) EXECUTIVE DIRECTOR (1) ASST. EXEC. DIR. (1) CHIEF OPERATING OFFICER (1)

INFORMATIONAL SERVICES	HUMAN RESOURCES	ACCOUNTING	ECONOMIC DEVELOPMENT	OPERATIONS	MANAGEMENT
Director, (1)	Director (1)	Comptroller (1)	Director (1)	Director (1)	Director (1)
Sr. Systems Analyst (1)		Purchasing Agent (1)	FSS/MTW Trainer/Case Worker (1)	Construction Analyst (1)	Secretary (1)
Systems Analyst (1)		Stockroom Manager (1)	FSS/MTW Caseworker (2)	Office Manager (1)	Receptionist (1)
Systems Programmer (1)		Sr. Accountant (1)	Econ. Dev. Specialist (1)	Operations Manager (1)	Sr. Asst. Hsing. Spec. (1)
Systems Support Technicians (2)		Accountant (3)	FSS Caseworker Coord. (2)	Maintenance Supervisor (2)	Asst. Hsing. Spec. (9)
		Accounting Clerk - A/P (1)	YouthBuild Director (1)	Construction Inspector (1)	Housing Managers (5)
		Accounting Clerk - A/R (1)	YouthBuild Coordinator (1)	Vacant Unit Specialist (1)	Asst. Hsing. Inspector (2)
			YouthBuild Construction Coord (1)	Mechanic Specialist (7)	Resident Outreach Coord. (1)
			C-I-S Scholar Advisor	Mechanic (9)	Homeownership Coord. (1)
				Mechanic Assistant (6)	Drug Prevention Spec. (1)
				Housekeeper (3)	Youth Dir. (1)
				Groundskeeper (1)	CHSP Coord. (1)
				Laborer (2)	CHSP Program Mgr. (1)
					CHSP Provider (1)
					Econ. Dev. Case Mgr. (1)
					Econ. Dev. Coord. (1)
<b>ADMINISTRATIVE SUPPORT</b>					
					Exec. Asst. (1)
					Grant Specialist (1)
					Secretary (1)
					Exec. Secretary (1)
					Procurement Officer (1)

**Housing Authority of the City of High Point**  
**Statement of Progress in Meeting the**  
**Mission and Goals of the 5-Year Plan**

Since the first year of the PHA's first year of the 5-year plan, the Section 8 voucher inventory has increased by 100 units. Additionally, a nearby PHA absorbed released 63 of High Point's vouchers in September of 2001 through absorption. Together, these account for more than 50 units per year, as specified by the 5-year plan.

Total vacancies were reduced from the 1998 levels by 150 in 2001.

The PHA was successful in leveraging tax credit funds in the amount of \$ 2,618,262 in order to construct 44 units targeted for the near elderly and elderly. This is in line with the objectives of \$2 – 3 million projected over the 5-year plan.

Since the implementation of the present 5-year plan, the PHA has increased it's public housing inventory by 38 units, all of which have been targeted for sale under the 5H program. An ongoing Hope VI project will deliver another 154 homeownership units before the end of the initial 5-year plan. These, included with the 44 tax credit units that are to be completed during 2002 and another 6 homeownership units being constructed in conjunction with the YouthBuild program, account for almost 50 units per year over the course of the 5-year plan. In addition to these, the PHA is expected to apply for 26 Section 8 project based units during the year of 2002.

The PHAS management indicator improved from 26 points in 1999 to 29 points in 2000. The 2001 score has not yet been received.

As a result of the PHA being a MTW agency, we have not received a recent SEMAP score.

The PHA is still working toward a program for customer service training, better communication with it's residents and improved public relations.

A number of enhancements to the PHA's computer system have been carried out during the year of 2001 whose sole intent has been to improve management and finance. These include converting our computer from an old DOS based operating system to a new Windows networking system, replacing numerous dumb terminals with Windows type workstations, enhancements to conform to many of new HUD reporting requirements, and modifications to the Tenant Accounting system specifically targeted to reducing the level of TARs.

To increase the assisted housing choices the PHA has increased the voucher payment standard annually along with the Fair Market rents.

The PHA has developed a computer program to assist the staff in meeting the goals and objectives of income targeting and income mixing. It has been in use during all 3 years of the current 5-year plan.

With respect to security measures, the PHA installed new entrance doors to the elderly high-rise buildings, proximity card readers for the main entrance doors and surveillance cameras during 2001 in addition to numerous other capital improvements within other PHA communities.

The average earned income for public housing and section 8 tenants has increased by between 4 – 5% over the past 2 years.

Date 02/21/02

HOUSING AUTHORITY OF THE CITY OF HIGH POINT  
Deconcentration Analysis

Prj	Project Name.....	Order Of Selection	Deconcen. Reqd?	Deconcen. Rate	Adj W/HUD Factors?
-----	-------------------	-----------------------	--------------------	-------------------	-----------------------

601	Clara Cox Homes	LVEO	Y	78.18 %	Y
-----	-----------------	------	---	---------	---

--PROJECT WIDE--				PHA WIDE			
#BR	FACTOR	LEASED	ADJUSTED	ADJUSTED		-PROJECT-	PHA WIDE
0	.75 (x)	0 =	0.00	0.00	Total Income	1038163	9164931
1	.85 (x)	14 =	11.90	127.50			
2	1.00 (x)	59 =	59.00	339.00	Units Leased	138	944
3	1.25 (x)	56 =	70.00	413.75			
4	1.40 (x)	9 =	12.60	133.00	Averages	7523	9709
5	1.50 (x)	0 =	0.00	46.69			
6	1.82 (x)	0 =	0.00	0.00	Adj Averages	6777	8669
		----	-----	-----			
Totals		138	153.50	1059.94			
Adj Factor			1.11	1.12			

602	Daniel Brooks Homes	LVEO	Y	78.66 %	Y
-----	---------------------	------	---	---------	---

--PROJECT WIDE--				PHA WIDE			
#BR	FACTOR	LEASED	ADJUSTED	ADJUSTED		-PROJECT-	PHA WIDE
0	.75 (x)	0 =	0.00	0.00	Total Income	1152493	9164931
1	.85 (x)	54 =	45.90	127.50			
2	1.00 (x)	84 =	84.00	339.00	Units Leased	169	944
3	1.25 (x)	31 =	38.75	413.75			
4	1.40 (x)	0 =	0.00	133.00	Averages	6819	9709
5	1.50 (x)	0 =	0.00	46.69			
6	1.82 (x)	0 =	0.00	0.00	Adj Averages	6819	8669
		----	-----	-----			
Totals		169	168.65	1059.94			
Adj Factor			1.00	1.12			

603	Astor Dowdy Towers	VLEO	X	0.00 %	Y
-----	--------------------	------	---	--------	---

--PROJECT WIDE--				PHA WIDE			
#BR	FACTOR	LEASED	ADJUSTED	ADJUSTED		-PROJECT-	PHA WIDE
0	.75 (x)	37 =	0.00	0.00	Total Income	805694	0
1	.85 (x)	55 =	0.00	0.00			
2	1.00 (x)	6 =	0.00	0.00	Units Leased	98	0
3	1.25 (x)	0 =	0.00	0.00			
4	1.40 (x)	0 =	0.00	0.00	Averages	8221	0
5	1.50 (x)	0 =	0.00	0.00			
6	1.82 (x)	0 =	0.00	0.00	Adj Averages	0	0
		----	-----	-----			
Totals		98	0.00	0.00			
Adj Factor			0.00	0.00			

Prj	Project Name.....	Order Of Selection	Deconcen. Req'd?	Deconcen. Rate	Adj W/HUD Factors?
604	Carson Stout Homes	VLEO	Y	67.27 %	Y

--PROJECT WIDE--				PHA WIDE		-PROJECT-	PHA WIDE
#BR	FACTOR	LEASED	ADJUSTED	ADJUSTED			
0	.75 (x)	0 =	0.00	0.00	Total Income	1208589	9164931
1	.85 (x)	0 =	0.00	127.50			
2	1.00 (x)	14 =	14.00	339.00	Units Leased	157	944
3	1.25 (x)	65 =	81.25	413.75			
4	1.40 (x)	58 =	81.20	133.00	Averages	7698	9709
5	1.50 (x)	20 =	30.00	46.69			
6	1.82 (x)	0 =	0.00	0.00	Adj Averages	5832	8669
Totals		157	206.45	1059.94			
Adj Factor			1.32	1.12			

---

605	Beamon Courts	LVEO	N	100.20 %	Y
-----	---------------	------	---	----------	---

--PROJECT WIDE--				PHA WIDE		-PROJECT-	PHA WIDE
#BR	FACTOR	LEASED	ADJUSTED	ADJUSTED			
0	.75 (x)	0 =	0.00	0.00	Total Income	510733	9164931
1	.85 (x)	28 =	23.80	127.50			
2	1.00 (x)	20 =	20.00	339.00	Units Leased	60	944
3	1.25 (x)	12 =	15.00	413.75			
4	1.40 (x)	0 =	0.00	133.00	Averages	8512	9709
5	1.50 (x)	0 =	0.00	46.69			
6	1.82 (x)	0 =	0.00	0.00	Adj Averages	8686	8669
Totals		60	58.80	1059.94			
Adj Factor			0.98	1.12			

---

606	J C Morgan Courts	VLEO	N	96.48 %	Y
-----	-------------------	------	---	---------	---

--PROJECT WIDE--				PHA WIDE		-PROJECT-	PHA WIDE
#BR	FACTOR	LEASED	ADJUSTED	ADJUSTED			
0	.75 (x)	0 =	0.00	0.00	Total Income	935556	9164931
1	.85 (x)	11 =	9.35	127.50			
2	1.00 (x)	20 =	20.00	339.00	Units Leased	94	944
3	1.25 (x)	43 =	53.75	413.75			
4	1.40 (x)	14 =	19.60	133.00	Averages	9953	9709
5	1.50 (x)	6 =	9.00	46.69			
6	1.82 (x)	0 =	0.00	0.00	Adj Averages	8364	8669
Totals		94	111.70	1059.94			
Adj Factor			1.19	1.12			

---

Prj	Project Name.....	Order Of Selection	Deconcen. Reqd?	Deconcen. Rate	Adj W/HUD Factors?
608	Elm Towers	LVEO	X	0.00 %	Y

--PROJECT WIDE--				PHA WIDE			
#BR	FACTOR	LEASED	ADJUSTED	ADJUSTED		-PROJECT-	PHA WIDE
0	.75 (x)	50 =	0.00	0.00	Total Income	1091011	0
1	.85 (x)	69 =	0.00	0.00			
2	1.00 (x)	9 =	0.00	0.00	Units Leased	128	0
3	1.25 (x)	0 =	0.00	0.00			
4	1.40 (x)	0 =	0.00	0.00	Averages	8524	0
5	1.50 (x)	0 =	0.00	0.00			
6	1.82 (x)	0 =	0.00	0.00	Adj Averages	0	0
		----	-----	-----			
Totals		128	0.00	0.00			
Adj Factor			0.00	0.00			

---

609	Juanita Hills	LVEO	N	99.25 %	Y
-----	---------------	------	---	---------	---

--PROJECT WIDE--				PHA WIDE			
#BR	FACTOR	LEASED	ADJUSTED	ADJUSTED		-PROJECT-	PHA WIDE
0	.75 (x)	0 =	0.00	0.00	Total Income	1196311	9164931
1	.85 (x)	43 =	36.55	127.50			
2	1.00 (x)	63 =	63.00	339.00	Units Leased	135	944
3	1.25 (x)	12 =	15.00	413.75			
4	1.40 (x)	14 =	19.60	133.00	Averages	8862	9709
5	1.50 (x)	3 =	4.50	46.69			
6	1.82 (x)	0 =	0.00	0.00	Adj Averages	8604	8669
		----	-----	-----			
Totals		135	138.65	1059.94			
Adj Factor			1.03	1.12			

---

612	Scattered Sites (A)	LVEO	N	102.28 %	Y
-----	---------------------	------	---	----------	---

--PROJECT WIDE--				PHA WIDE			
#BR	FACTOR	LEASED	ADJUSTED	ADJUSTED		-PROJECT-	PHA WIDE
0	.75 (x)	0 =	0.00	0.00	Total Income	360005	9164931
1	.85 (x)	0 =	0.00	127.50			
2	1.00 (x)	12 =	12.00	339.00	Units Leased	35	944
3	1.25 (x)	23 =	28.75	413.75			
4	1.40 (x)	0 =	0.00	133.00	Averages	10286	9709
5	1.50 (x)	0 =	0.00	46.69			
6	1.82 (x)	0 =	0.00	0.00	Adj Averages	8867	8669
		----	-----	-----			
Totals		35	40.75	1059.94			
Adj Factor			1.16	1.12			

---



Prj	Project Name.....	Order Of Selection	Deconcen. Reqd?	Deconcen. Rate	Adj W/HUD Factors?
613	Scattered Sites (B)	VLEO	N	113.97 %	Y

--PROJECT WIDE--				PHA WIDE			
#BR	FACTOR	LEASED	ADJUSTED	ADJUSTED		-PROJECT-	PHA WIDE
0	.75 (x)	0 =	0.00	0.00	Total Income	437573	9164931
1	.85 (x)	0 =	0.00	127.50			
2	1.00 (x)	38 =	38.00	339.00	Units Leased	43	944
3	1.25 (x)	5 =	6.25	413.75			
4	1.40 (x)	0 =	0.00	133.00	Averages	10176	9709
5	1.50 (x)	0 =	0.00	46.69			
6	1.82 (x)	0 =	0.00	0.00	Adj Averages	9880	8669
		----	-----	-----			
Totals		43	44.25	1059.94			
Adj Factor			1.03	1.12			

---

615	Daniel Brooks Annex-2	VLEO	N	105.62 %	Y
-----	-----------------------	------	---	----------	---

--PROJECT WIDE--				PHA WIDE			
#BR	FACTOR	LEASED	ADJUSTED	ADJUSTED		-PROJECT-	PHA WIDE
0	.75 (x)	0 =	0.00	0.00	Total Income	228890	9164931
1	.85 (x)	0 =	0.00	127.50			
2	1.00 (x)	25 =	25.00	339.00	Units Leased	25	944
3	1.25 (x)	0 =	0.00	413.75			
4	1.40 (x)	0 =	0.00	133.00	Averages	9156	9709
5	1.50 (x)	0 =	0.00	46.69			
6	1.82 (x)	0 =	0.00	0.00	Adj Averages	9156	8669
		----	-----	-----			
Totals		25	25.00	1059.94			
Adj Factor			1.00	1.12			

---

617	Scattered Sites (617)	ELVO	Y	217.50 %	Y
-----	-----------------------	------	---	----------	---

--PROJECT WIDE--				PHA WIDE			
#BR	FACTOR	LEASED	ADJUSTED	ADJUSTED		-PROJECT-	PHA WIDE
0	.75 (x)	0 =	0.00	0.00	Total Income	424234	9164931
1	.85 (x)	0 =	0.00	127.50			
2	1.00 (x)	0 =	0.00	339.00	Units Leased	18	944
3	1.25 (x)	18 =	22.50	413.75			
4	1.40 (x)	0 =	0.00	133.00	Averages	23569	9709
5	1.50 (x)	0 =	0.00	46.69			
6	1.82 (x)	0 =	0.00	0.00	Adj Averages	18855	8669
		----	-----	-----			
Totals		18	22.50	1059.94			
Adj Factor			1.25	1.12			

---

Prj	Project Name.....	Order Of Selection	Deconcen. Reqd?	Deconcen. Rate	Adj W/HUD Factors?
618	Scattered Sites (618)	EVLO	Y	302.66 %	Y

#BR	FACTOR	LEASED	ADJUSTED	PHA WIDE ADJUSTED		-PROJECT-	PHA WIDE
0	.75 (x)	0 =	0.00	0.00	Total Income	98395	9164931
1	.85 (x)	0 =	0.00	127.50			
2	1.00 (x)	0 =	0.00	339.00	Units Leased	3	944
3	1.25 (x)	3 =	3.75	413.75			
4	1.40 (x)	0 =	0.00	133.00	Averages	32798	9709
5	1.50 (x)	0 =	0.00	46.69			
6	1.82 (x)	0 =	0.00	0.00	Adj Averages	26238	8669
		----	-----	-----			
Totals		3	3.75	1059.94			
Adj Factor			1.25	1.12			

---

619	Deep River Homes	EVLO	Y	231.64 %	Y
-----	------------------	------	---	----------	---

#BR	FACTOR	LEASED	ADJUSTED	PHA WIDE ADJUSTED		-PROJECT-	PHA WIDE
0	.75 (x)	0 =	0.00	0.00	Total Income	953820	9164931
1	.85 (x)	0 =	0.00	127.50			
2	1.00 (x)	0 =	0.00	339.00	Units Leased	38	944
3	1.25 (x)	38 =	47.50	413.75			
4	1.40 (x)	0 =	0.00	133.00	Averages	25101	9709
5	1.50 (x)	0 =	0.00	46.69			
6	1.82 (x)	0 =	0.00	0.00	Adj Averages	20081	8669
		----	-----	-----			
Totals		38	47.50	1059.94			
Adj Factor			1.25	1.12			

---

620	Scattered Sites (620)	ELVO	Y	202.20 %	Y
-----	-----------------------	------	---	----------	---

#BR	FACTOR	LEASED	ADJUSTED	PHA WIDE ADJUSTED		-PROJECT-	PHA WIDE
0	.75 (x)	0 =	0.00	0.00	Total Income	620169	9164931
1	.85 (x)	0 =	0.00	127.50			
2	1.00 (x)	4 =	4.00	339.00	Units Leased	29	944
3	1.25 (x)	25 =	31.25	413.75			
4	1.40 (x)	0 =	0.00	133.00	Averages	21385	9709
5	1.50 (x)	0 =	0.00	46.69			
6	1.82 (x)	0 =	0.00	0.00	Adj Averages	17529	8669
		----	-----	-----			
Totals		29	35.25	1059.94			
Adj Factor			1.22	1.12			

---

**Housing Authority of the City of High Point**

HIGH POINT, NC

FINAL DRAFT

**HOMEOWNERSHIP**

**PLAN**

**2/21/2002**

# TABLE OF CONTENTS

Property Description

Purchaser Eligibility and Selection

Financing

Consultation with Residents and Purchasers

Counseling

Non-Purchasing Residents

Sale Proceeds

Administration

Records, Accounts and Records

Budget

Timetable

Supporting Documents

Appendix

Program Brochure

Preliminary Application

Homeownership Obligations

Homeownership Option Voucher

Addendum to Residential Purchase Agreement

Buying Power Worksheet

HAP Calculation Worksheet

Agreement to Comply with Program Requirements

Progress Checklist

## **PROGRAM DESCRIPTION**

### **GOALS AND OBJECTIVES**

It is the goal of the High Point Housing Authority to maximize the homeownership opportunities for the residents it serves and the low-income population of its jurisdiction. It will utilize the available HUD programs along with private resources as subsidies to reach families with incomes from 35% to 80% of the Area Median Income (AMI), whose credit and debt allow them to qualify for a private mortgage. Families who were displaced as a result of the demolition of the Springfield HOPE VI site, will have priority and their affordability goal extended down to 25% AMI. The order of priority following relocatees will be other public housing residents, section 8 tenants, waiting lists, and other low-income residents of the High Point jurisdiction.

The subsidies in the program are in three forms. A Second Mortgage Program will provide a deferred and forgivable second mortgage in an amount sufficient to make the unit affordable. These funds will come from an approved HOPE VI Grant for the Springfield community and maybe supplemented by state and private second mortgage programs. A Mortgage Payment Assistance program will subsidize mortgage payments through HUD's Section 8 Homeownership Program, which is presently being implemented. A Lease-to-Own program will utilize the HUD Section 5(h) program has been in place over the past four years with recourses in place to subsidize the final sale to the residents. Either a single or combination of these programs will be used to achieve the necessary affordability level.

HPHA has identified a homeownership potential with in its residents and waiting lists of 456 families with incomes sufficient to qualify for these programs. In addition, the local city Consolidated Plan identifies 5204 low-income families in the HPHA jurisdiction with qualifying incomes. The HOPE VI second mortgage budget along with 68 Section 8 homeownership vouchers will provide sufficient funds

to subsidize 98 families including potentially 53 relocatees, 28 of which have incomes between 25% and 35% AMI. There will also be 27 market rate units in the HOPE VI Project with no income limits or subsidy. While the HOPE VI Project provides for a total of 125 ownership units, only 98 are located on the new Springfield redevelopment site. In addition to HOPE VI, there are presently 87 families leasing Section 5(h) homes that will close in the next several years using as subsidies a combination of second mortgages and section 8 vouchers.

Base on demographics contained in the DANTER LIHTC market study, there are 4,248 other High Point families, who are presently renters and under 65 years of age, who would also be income qualified. With respect to the 27 market rate homes in the HOPE VI Project, a recently completed market study by Zimmerman/Volk Associates, rationalized a market-rate (incomes greater than 80% AMI) market for 46 detached homes. The single-story units would range from 1,000 to 1,400 square feet and priced from \$80,000 to \$110,000. The two-story units would range from 1,200 to 1,800 square feet and priced from \$95,000 to \$135,000.

HPHA, in cooperation with the first mortgage lenders, will take the lead in selecting and qualifying families based on the criteria contained in this plan. The Developer partner for the HOPE VI Program will be responsible for design, construction and sale of the units in its program. It is anticipated that the project be constructed, completed, and sold-out within three years. HPHA will be responsible for implementing the citywide section 8 and the section 5(h) homeownership programs. No new construction is anticipated.

## **BACKGROUND**

Since 1980, HPHA has pursued homeownership opportunities for its clients through the HUD Section 5(h) program authorized by the housing Act of 1937. HUD regulation 24 CFR 906 which promulgated implementing procedures requires that a Homeownership Plan be submitted to and approved by HUD.

In 1999, HPHA was awarded a HOPE VI Revitalization Grant, which proposed a Mixed-Financed Housing Development primarily for the Springfield community. Since the HOPE VI Project includes homeownership activities, a Homeownership Plan is also required.

In addition, the Quality Housing and Work Responsibility Act of 1998 (QHWRA) Merged and reformed the Section 8 certificate and voucher programs, and now allows public housing agencies to implement a Section 8 homeownership program. The implementation of a Section 8 homeownership program requires an amendment to the Section 8 Administrative Plan to incorporate the homeownership option.

HPHA has been operating its Section 5(h) homeownership program under a Homeownership Plan, the last of which is dated \_\_\_\_\_. The purpose of the Homeownership Plan herein is to expand its scope to update the Section 5(h) program, and to include HOPE VI and Section 8 programs; and to comply with the latest HUD guidelines.

In general, the HPHA Homeownership Program is directed toward scattered sites. The only targeted community is the HOPE VI Springfield site, which will be a mixed income community of forty-four elderly rental and 114 for-sale homes. The Springfield Community is located on a 37.5acre site situated between Springfield Road (to the north) and Fairfield Road (to the south) and between Brentwood Road (to the west) and Baker Road (to the east). The site is just east of High Point's Main Street, and a few minutes south of Interstate 85, with access from both Main Street and Brentwood Road. The site still contains the Roy Frazier, Jr. Sports Complex and associated fields and the Springfield Children's Center (day care). Several modest older homes and the Reaves Memorial Baptist Church are located on Baker Road. The near by houses on Springfield, Glenmoore and Walton Streets are small older wooden homes, some craftsman, and some ranches.

Brentwood (north-south) is a four-lane road, mostly residential but with some warehouses as well. At the corner of Brentwood and Fairfield are Zing's Gas and Convenience Store and Advance Auto

Repair. Fairfield (east-west) is also four lanes and carries more traffic than Baker but less than Main. The Fairfield Shopping Center, with a Food Lion, Kerr Drugs, Radio Shack, Sunshine Health and Herb Shop, a Chinese restaurant, a Laundromat and Advance America (cash advance shop) is located on Fairfield west of the site. On Main Street at Fraley Road there is a Winn Dixie, a Blockbuster and an older mall with a fruit/vegetable market and a Family Dollar.

In November 1998, by its approval of a HOPE 3 Demolition Grant, HUD affirmed that Springfield Community had major structural and site deficiencies that rendered it obsolete. Since that time, all 158 residents have been relocated, demolition has been completed, and a HOPE VI redevelopment grant has been approved.

In May of 1999 the City deemed the Springfield Community a code enforcement district and committed HOME and Community Development Block Grant (CDBG) funds to help restore the area. In census tract 142 where Springfield is located, only 89 permits were issued in the last 5 years and 42 % of those came from HPHA developments. On the south side of Springfield, the development of Wadsworth Court and Thomas Grove contains 32 attractive brick homes sold to public housing eligible families. Since 1995, the tax value of the land has declined or remained flat each year, from a high of \$1.40 per \$100 of assessed value to a current low of \$1.23.

Census data indicates that the neighborhood surrounding the Springfield Community has moved from a minority concentration of .06 % in 1970 to 25% in 1990 and to an estimated 52% today. The Springfield Community population was 89% African-American, 7 % Caucasian and 2% Hispanic before the relocation. Fifty-six percent (56%) of families were very low income, 74% had an unemployed head of household, and 41% received public assistance. An additional 41% earned only minimum wage, which was insufficient to subsist in High Point without housing or income assistance. Because of recent successes in Welfare-to-Work and Self Sufficiency programs, recent surveys show that 53% of the relocatees now have incomes above 25% of the AMI and therefore could qualify for homeownership with subsidy assistance.



## **PARTICIPANTS**

HPHA is the sponsor and recipient of the HOPE VI and other grants that fund the projects associated with this plan. HPHA was established on January 4, 1940, and has since developed eight (8) projects consisting of one hundred sixty-five (165) units of low-income and/or conventional market rate rental housing in the past ten (10) years. As a grant recipient, HPHA has overall responsibility for the implementation of all the projects. With respect to HOPE VI, HPHA will contract with the developer partner to prepare the 5-acre site, design, and construct and sell homes. HPHA will market, select, and qualify PHA residents and provide a supportive services program.

Springfield Community Development Partners, LP (“SCDP”) is the developer/partner for the HOPE VI Project. SCDP, which is headquartered in Baltimore, Maryland, has extensive experience in the development, construction, syndication, marketing and management of multi-family rental housing and single-family affordable housing. SCDP is composed of Landex of Maryland, The Richman Group of Maryland, and Carr-Kane Development. Landex of Maryland and its affiliated companies have developed 26 projects consisting of over 3000 units of low-income and/or conventional market rate rental units, and The Richman Group has developed 56 projects and 7,516 such units. HPHA contracted with the developer to design, obtain permits, develop/construct the land improvements and homes on the 5-acre parcel as well as 40 units off-site.

Davis-Martin-Powell & Associates, Inc. is the civil engineering firm for the HOPE VI project. Davis-Martin-Powell & Associates has provided civil design services to include master planning, site/civil engineering, landscaping, and utilities. Sherman Carter Barnhart, AIA, is the Architect for the single-family for-sale units. The firm has successfully designed several HOPE VI single-family projects through out the country.

The construction manager for the HOPE VI Project is John Cavanaugh Company. The construction manager will manage the construction of the project including the selection of the subcontractors, project control for schedule, budget, and quality. John Cavanaugh Company was founded in 1986. The company has built more than 25,000 homes throughout Guilford, Forsyth and Alamance Counties. The Company has been awarded the “Builder of the Year” award in 1993 by the Greater Greensboro Homebuilders Association and twice has been the recipient of the Quality Builder’s “Excellence in Customer Service” award.

The Banks Law Firm, P.A. (The “Firm”) is legal counsel to the HOPE VI project and General Counsel to HPHA. It was founded on February 1, 1994 and is located in Research Triangle Park, North Carolina. The Firm has established most of the practice areas of a general civil law practice. It represents clients in the areas of administrative law, affordable housing and community economic development law (“AHCED”), bankruptcy, business and corporate law, church law, civil litigation, collections, environmental law, government contracts and procurement, health care, labor and employment law, land use and zoning, legislative representation, nonprofit corporations, public finance, and real estate law. The Firm’s primary practice area is AHCED law. Within this practice area, the Firm has a particular specialty in the law of public housing. In addition to legal, the firm provides overall development and financial consulting services.

Nixon Peabody represents Springfield Community Development Partners, LP, and the developer partner for HOPE VI. Nixon Peabody is a limited liability partnership based in Washington, D. C. The firm provides a broad range of legal services in all major fields of the law, including corporate, securities, business, bankruptcy, civil litigation, real property, insurance, taxation, estate planning, probate, estate administration, federal and state agencies (SEC, FTC, etc.) and personal legal matters. In addition, Nixon Peabody represents various parties in HOPE VI and mixed finance public housing developments. The attorneys have also lectured and chaired numerous seminars and conferences regarding mixed finance housing developments.



# **PURCHASER ELIGIBILITY AND SELECTION**

## **FAMILY ELIGIBILITY REQUIREMENTS**

An eligible family for Homeownership subsidy in this plan may be a single person or a group of persons. A single person family shall be an elderly person, displaced person, disabled person, or any other single person. A group of persons shall be two or more elderly persons or disabled persons living together, one or more elderly or disabled persons living with one or more live-in aides, or as may be determined by HPHA. HPHA must approve a live-in aide as a reasonable accommodation for a family member with a disability, or to care for a family member who is at least 50 years old. Children who are temporarily away from home because of placement in foster care are considered family members.

A family must satisfy all of the following conditions at commencement of homeownership assistance:

- A. Admission to the Section 8 Housing Choice Voucher program. (For the Mortgage Assistance Program only)
- B. First-time homeowner: a first-time homeowner is defined as:
  - 1. A family in which no member who intends to be an owner, has owned or presently has any ownership interest in a residence during the 3 years before commencement of homeownership assistance;
  - 2. A single parent or displaced homeowner who, while married, owned a home with his or her spouse, or resided in a home owned by his or her spouse;
  - 3. A cooperative member, which is defined as a family of which one or more members owns membership shares in housing owned by a corporation or association, where a member of the corporation or association has the right to reside in a particular unit and to participate in management of the housing.
  - 4. A family in which a family member has a disability and use of the homeownership option is

needed as a reasonable accommodation.

- C. Minimum income requirement: Annual income of the adult family members who will own the home at commencement of homeownership assistance is not less than the federal minimum hourly wage multiplied by 2,000 hours; or 35% of the area median income (25% for HOPE VI relocatees) if greater. For an elderly family or a disabled family, HPHA must not count any welfare assistance received by the family for the purpose of meeting the minimum income requirements. However, welfare assistance is counted in determining income-eligibility for admission to the voucher program; the amount of the family's total tenant payment (gross family contribution); and the amount of homeownership assistance payments on behalf of the family. For an elderly family or a disabled family, welfare assistance is considered annual income for purposes other than the determination of whether a family initially qualifies for homeownership assistance.
- D. Maximum income requirement: Annual income of the adult family members who will own the home at commencement of homeownership assistance must not be more than 80% of the area median income.
- E. Employment requirements: One or more adult family members who will own the home at commencement of homeownership assistance is currently employed full-time, i.e. not less than an average of 30 hours per week, and has been continuously employed during the year before commencement of homeownership assistance for the family. HPHA shall determine whether and to what extent interruptions are considered to break continuity of employment during the year. HPHA shall count successive employment during the year, and may count self-employment in a business. Employment requirements are not applicable to an elderly family or a disabled family. If a family other than an elderly or a disabled family includes a person with disabilities, the HPHA must grant an exemption for the employment requirement if it determines that an exemption is needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.
- F. Capacity to assume financial responsibilities of homeownership:
  - 1. The applicant's projected mortgage payment (principal and interest), plus insurance, property taxes, utilities and other recurring home ownership costs not exceed the sum of

- 35% of adjusted income and any subsidy available for such payments,
2. The applicant has in hand or a savings plan approved by HPHA to acquire the required down payment, and
  3. The applicant has an approved plan to remove debt and credit issues if such issues hinder acquiring the required first mortgage.
- G. No default on a mortgage securing debt to purchase a home
- H. Satisfactorily complete the HPHA Homeownership counseling classes (may be participating for the Lease-to-own Program).
- I. Current in all lease obligations for a period of six (6) months prior to purchase of the unit. HPHA may include a remedy so the applicant may cure the default.
- J. Satisfactory criminal background checks, consistent with the ACOP, of all household members 16 years of age and older;
- K. Satisfactory references from present and past landlords;
- L. Satisfactory housekeeping inspection;
- M. Family has entered a contract of sale: Requirements of the contract of sale are as follows:
1. Specifies the price and other terms of sale;
  2. Provides that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser and approved by HPHA;
  3. Provides that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser;
  4. Provides that the purchaser is not obligated to pay for any necessary repairs or discrepancies;
  5. Contains a certification from the seller that he has not been debarred, suspended, or subject to a limited denial of participation in any HUD program.

Families who enter the program will have six weeks after contract execution or construction completion, the later thereof, to close the sale of its home, unless otherwise extended by HPHA. If the family is unable to close the purchase of a home within the maximum time established, HPHA may issue the family a voucher to lease a unit or place the family's name on the waiting list for a voucher.

HPHA must obtain and document in the tenant file third party verification of the following factors, or must document in the tenant file why third party verification was not available.

- A. Reported family annual income.
- B. Value of assets.
- C. Expenses related to deductions from annual income.
- D. Other factors that affect the determination of adjusted income.

HPHA must require the family head, and such other family members as HPHA designates, to execute a HUD-approved release and consent form authorizing any depository or private source of income, or any public agency, to furnish or release to HPHA or HUD, information the HPHA or HUD deems necessary. The family must execute a statement of family obligations in the form prescribed by HUD, agreeing to comply with all family obligations (see Appendix \_\_\_\_).

For families, or members of the family, that participate in the Mortgage Payment Assistance (Section 8) program, they may not receive Section 8 tenant-based assistance while receiving another housing subsidy under any duplicative federal, state or local housing assistance program. HPHA must conduct a re-examination of family income at least annually. At any time, HPHA may conduct an interim re-examination of family income. At any time, the family may request an interim determination of family income because of any changes since the last determination. HPHA must make interim determination within a reasonable time after the request.

## **SELECTION**

An application provided by HPHA (see Appendix \_\_\_\_ ) must be submitted to enter the Homeownership Program. The application must be dated. The selection shall be based upon eligibility and preference factors in the order of receipt. The Homeownership Program provides a residency preference for public housing residents and a unit preference for the HOPE VI program. The residency preference will be in the

following order: relocated public housing residents, other public housing residents, public housing applicants, Section 8 residents, Section 8 applicants, and members of the public who meet the income limits. In order to receive the residency preference the resident must have been in compliance with tenancy for a minimum of thirty days prior application. Further preference is given to applicants who have completed the HPHA self-sufficiency, job training programs, or equivalent program as determined by HPHA.

## **PROPERTY ELIGIBILITY**

The Second Mortgage program utilizing HOPE VI funding is limited to eligible HOPE VI units. The lease-to-own program is limited to for-sale eligible units owned by HPHA. The First Mortgage Payment Assistance program is applicable to any eligible unit in the HPHA jurisdiction however preference will be given to the HOPE VI project.

The unit to be purchased may be either a one-unit property or a single dwelling unit in a cooperative or condominium. The unit must have at least one bedroom for each 1.5 members of the family and satisfy any other HPHA family size and composition standards. It must be either under construction or already existing at the time HPHA determined the family's eligibility for assistance to purchase the unit.

The unit must pass an initial HPHA Housing Quality Standards inspection and the purchasing family must pay for an inspection by an independent professional approved by HPHA. The independent inspection requirement may be waived by HPHA unless the unit is being financed by a Section 8 Voucher. The family and HPHA will together determine the extent to which repairs, if any, must be made prior to purchase. For new property in the HOPE VI program, the inspection will take place during the final "walk-thru" inspection prior to closing the purchase. Sufficient funds shall be withheld in escrow from the contractor or seller until repairs are completed.

The unit to be purchased is ineligible if it is:

1. A public housing or Indian housing unit



2. A unit receiving project-based assistance
3. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical, or nursing services
4. College or other school dormitories
5. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions

## **FINANCING**

### **SALE PRICE**

In order to maintain the value of the property to be purchased as well as that of the surrounding community, the purchase price of all the property shall be determined by an appraiser approved by the first mortgage lender and HPHA. For the Lease-to-own program, this price shall be established prior to the purchase option agreement. Affordability objectives shall be obtained through deferred and forgiven second mortgages, and first mortgage payment assistance.

### **TYPES OF ASSISTANCE**

The financing for property purchased in the HPHA Homeownership Program shall consist of as many as three parts depending on the income of the applying family. All eligible families shall obtain a first mortgage, and may receive a second mortgage based on the criteria established in this plan. In addition, families with incomes between 25% and 80% may receive first mortgage payment assistance based on the criteria established in this plan and that by HUD under its Section 8 Homeownership Program. All families participating in the Homeownership Program will be required to contribute \$1,000 to the down payment on the unit to be purchased.

### **FIRST MORTGAGE**

All eligible families will obtain a first mortgage from a private lender based on their income, credit, debt and other underwriting criteria established by the lender. All financing must be provided, insured, or guaranteed by the state or federal government, or comply with secondary mortgage market underwriting requirements,

or comply with generally accepted private sector underwriting standards. If the first mortgage is financed with FHA, VA or other mortgage insurance, such financing is also subject to its mortgage insurance requirements. HPHA, at its sole discretion, may also guarantee the first mortgage payment for three (3) years,

HPHA shall review lender qualifications and the loan terms for the first mortgage and must approve prior to authorizing assistance based on the following criteria:

- A. HPHA may disapprove proposed financing, refinancing or other debt if it determines that the debt is unaffordable. In no case shall the out of pocket housing expenses exceed the lesser of 35% of the family's adjusted income as defined in 24 CFR Part 913, or the maximum mortgage amount as determined by the HPHA and the approved lender based on the lenders' underwriting criteria.
- B. HPHA may disapprove proposed financing, refinancing or other debt if it determines that the lender or loan terms do not meet HPHA qualifications. HPHA may take into account other family expenses, such as childcare, unreimbursed medical expenses, homeownership expenses, and other family expenses as determined by the HPHA in making its determination.
- C. HPHA requires that financing for purchasing a home under the program be provided, insured, or guaranteed by the state or federal government, or comply with secondary mortgage market underwriting requirements, or comply with generally accepted private sector underwriting standards.
- D. The loan amount shall not exceed the appraised value less the buyer's equity contribution.

## **FIRST MORTGAGE PAYMENT ASSISTANCE**

The Mortgage Assistance Program provides direct mortgage and housing expense subsidies to families who are participating in, on the waiting list for, and qualify for the HPHA Section 8 program and meet certain other homeownership requirements. This program is the homeownership option of HUD's Section 8 Program authorized under 24CFR Part 982.

The maximum term of assistance is 15 years, if the initial mortgage incurred to finance the purchase has a term of 20 years or longer, or ten years, in all other cases. The maximum term applies to any family

member who has an ownership interest during the time homeownership payments are made, or any family member who is the spouse of any member of the household who has an ownership interest during the time homeownership payments are made.

There is no maximum term of assistance for elderly families if the family qualifies as an elderly family at the start of homeownership assistance. There is also no maximum term of assistance for disabled families if, at any time during receipt of homeownership assistance, the family qualifies as a disabled family. However, if during the course of assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date assistance commenced. If the family ceases to qualify as a disabled or elderly family and is otherwise eligible to receive assistance, the family must be provided at least six (6) months of assistance after the maximum term becomes applicable.

HPHA's monthly payment is the lower of the payment standard minus the total tenant payment, or the family's monthly homeownership expenses minus the total tenant payment. The payment standard for a family is the lower of the Section 8 payment standard for the family unit size, and the payment standard for the size of the home. When there is a difference between the standard at the commencement of homeownership assistance for occupancy of the home, and the payment standard at the most recent regular re-examination of family income and composition since the commencement of homeownership assistance for occupancy of the home, the greater standard shall prevail. HPHA uses the same payment standard schedule, payment standard amounts, and subsidy standards for the mortgage assistance program as that for the rental voucher program.

Homeownership expenses may only include amounts allowed by HPHA to cover:

- A. Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home.
- B. Real estate taxes and public assessments on the home.
- C. Home insurance.
- D. HPHA allowance for maintenance expenses.
- E. HPHA allowance for costs of major repairs and replacements.
- F. HPHA utility allowance for the home.

Mortgage assistance payments shall be made directly to the mortgage lender on behalf of the family. If

assistance payments exceed the amount due the lender, HPHA shall pay the excess directly to the family.

HPHA shall recapture a percentage of the homeownership assistance provided to the family upon the family's sale or refinancing of the home. The recapture amount upon the home's sale is the lesser of A and B below:

- A. The amount of assistance provided to the family reduced over a ten-year period, beginning one year from the purchase date, in annual increments of ten percent (10%).
- B. The difference between the sales price and purchase price of the home, less costs of any capital expenditures, costs incurred by the family in the sale of the home (such as sales commission and closing costs), the amount of the difference between the sales price and purchase price that is being used towards the purchase of a new home, and any amounts that have been previously recaptured.

Recapture amount upon the home's refinancing is the lesser of A and B below:

- A. The amount of assistance provided to the family reduced over a ten-year period, beginning one year from the purchase date, in annual increments of ten percent (10%).
- B. The difference between the current mortgage debt and the new mortgage debt, less costs of any capital expenditures, costs incurred by the family in the refinancing of the home (such as closing costs), and any amounts that have been previously recaptured as a result of refinancing.

## **SECOND MORTGAGE ASSISTANCE**

The Second Mortgage Program will provide a deferred and forgivable second mortgage in an amount sufficient to make the unit affordable for the target market. These funds will come from an approved HOPE VI Grant for the Springfield community and maybe supplemented by state and private second mortgage programs.

The second mortgages will be limited to \$45,000 for families with income between 50%-80% Area Median Income (AMI), \$60,000 for families with incomes between 35% and 49% AMI, and \$35,000 for families

with incomes between 25% and 50% AMI who are using the First Mortgage Payment Assistance Program. Because of the HUD requirement for a community with mixed income, the number of units available in each category is limited. In addition, the number of families receiving the first mortgage payment assistance is limited to the number of Section 8 vouchers assigned.

The amount of the second mortgage up to the maximums stated above, should be the purchase price plus the buyer's estimated closing costs, less the first mortgage amount, and less down payment and any other assistance that may be provided. It shall be at no interest and forgiven at a rate of 1/168 per month starting six (6) years from the date of sale. Therefore, at the end of the 20<sup>th</sup> year, the second mortgage will have been completely forgiven. The second mortgage will not be repaid to HPHA unless the homeowner sells or refinances the home before the expiration of twenty (20) years.

The purchaser must obtain and maintain flood insurance for units in special flood hazard areas, and must be notified if units are in airport runway clear zones and airfield clear zones.

The following restrictions are placed on the resale or refinancing of the home by the second mortgage:

- A. HPHA shall have the right to purchase the home for the amount and on the terms of a firm contract between the initial homeowner and the prospective buyer. HPHA has ten (10) days from receiving notice of the firm contract to exercise this right. HPHA has sixty (60) additional days to complete the closing. If HPHA repurchases the property, it must promptly resell to an eligible family.
- B. If the homeowner sells the home within twenty years to another eligible low-income household, the new homeowner may assume the second mortgage if necessary to qualify for first mortgage.
- C. If the homeowner sells the home within twenty years in order to purchase a better home, the homeowner will not be required to repay the second mortgage, if the purchase price of the new home equals at least the original purchase price of the old home plus the remaining balance of the second mortgage.
- D. If the homeowner sells the property within twenty years of the purchase and does not qualify for one of the exceptions stated above, the remaining balance of the second mortgage will be due plus a percentage of the net sales profit. The net sales profit is difference between the sales price and

purchase price of the home, less costs of any capital improvements, costs incurred by the family in the sale of the home, and any amounts that have been previously recaptured. The percentage of profit that may be realized by seller is the sum of the down payment, original first amount, and any capital improvement investment, over the original sales price.

- E. In any of the above sale cases some of the increase of the equity (value) of the home may be realized by the homeowner. However, the homeowner may not refinance or obtain an equity loan unless specifically approved by HPHA.

## **LEASE-TO-OWN**

The Lease-to-own Program was originally funded with HOPE 3 and other HPHA program funds. It provides for a five-year lease period with an option to purchase under the Section 5(h) Program. During the five (5) year lease period, the units are owned and operated as public housing units with HPHA receiving its normal ACC's and tenant rent. The HPHA Second Mortgage Assistance program, utilizing the HPHA funds remaining in the unit, subsidizes the purchase by the resident. The purchaser may also be eligible for the First Mortgage payment assistance program (Section 8 homeownership).

The target market for this program are families with incomes from 35% to 80% of the AMI, with the sale price of all the property shall be determined by an appraisal prior to executing the lease-purchase agreement.

During the lease period the rent paid by the prospective buyer is 30% of the families adjusted income as with other public housing units and the tenant shall also agree that:

1. the family will occupy the unit subject to payment of rent and complying with the lease provisions for a period of not more than five (5) years;
2. the family will comply with the requirements of the home ownership program; and by the end of five (5) years, if the family is ineligible for purchase or declines to purchase, the resident shall be given

the choice of either relocation to other suitable and affordable public, section 8 housing, or market housing or continued occupancy of the present dwelling on a rental basis at a rent no higher than that permitted by HUD. See the section on Non-Purchasing Residents for more details.

Upon exercising the sales-option, a first mortgage must be obtained from a private lender which will be based on income, projected housing expenses, credit, debt and other underwriting criteria established by the lender. HPHA, at its sole discretion, may also guarantee the first mortgage payment for three (3) years. HPHA may also disapprove the proposed debt if it is deemed unaffordable, and in no case shall the out of pocket housing expenses exceed 35% of the family's adjusted income. In order to make the unit affordable for the target market, the Second Mortgage Assistance and First Mortgage Payment Assistance programs are available under the terms and conditions described above. The purchaser is required to contribute a down payment of \$1,000 of which \$500 is a non-refundable deposit at the execution of the lease-option agreement.

## **POST CLOSING REQUIREMENTS**

As long as HPHA continues to provide mortgage assistance, or has a mortgage interest in the home, the family must:

- A. Participate in ongoing counseling as specified in the HPHA counseling program.
- B. Comply with the terms of any mortgage securing debt incurred to purchase the home or any refinancing of such debt.
- C. Use and occupy the home as its sole residence. Mortgage Assistance Payments will terminate if family is absent for longer than 180 days. Family must supply any information requested by HPHA to verify that family is residing in the home, or relating to family absence. Family must promptly notify HPHA of absence from the home, including any information requested on the purposes of family absences. HPHA may from time to time verify family occupancy or absence, including by



letters to the family, phone calls, visits, and questioning neighbors. Family members may engage in legal profit-making activities in the home, but only if such activities are incidental to its primary use as a residence.

- D. Promptly inform HPHA of the change of family composition including birth, adoption or court-awarded custody of a child, or if any family member no longer resides in the home. Family must request HPHA approval to add any other family member as an occupant. HPHA has discretion to determine which members continue to receive assistance in the program if the family breaks up. In determining who remains in the home, HPHA will consider among other factors whether assistance should remain with family members remaining in the original assisted home; interest of minor children or of ill, elderly or disabled family members; whether family members are forced to leave as a result of actual or threatened physical violence against family members by a spouse or other member of the household. If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement or judicial decree, HPHA is bound by the court's determination of which family members continue to receive assistance in the program.
- E. Upon death of a family member who holds, in whole or in part, title to the home, assistance may continue pending settlement of the decedent's estate, notwithstanding transfer of title by operation of law to the decedent's executor or legal representative, so long as the home is solely occupied by remaining family members.
- F. Supply any information (certification, release or other documentation) that the HPHA or HUD determines is necessary in the administration of the program. Such information includes but is not limited to evidence of citizenship or eligible immigration status; income and composition; verification of social security numbers; mortgage or other debt incurred to purchase the home and any defaults; any sale or other transfer of any interest in the home; and homeownership expenses.
- G. Notify the HPHA before it moves out.
- H. Remain crime-free: Family members must not commit fraud, bribery or any other corrupt or criminal act in connection with the programs or be involved in drug-related criminal activity or violent criminal activity.

- I. Have no ownership interest in any other residential property.

## **DENIAL OR TERMINATION OF ASSISTANCE**

Grounds for denial of second mortgage or mortgage payment assistance for an applicant or termination of assistance for a participant are as follows:

- A. Denying listing on the HPHA waiting list.
- B. Denying or withdrawing a voucher.
- C. Refusing to enter into a Housing Assistance Payment (HAP) contract.
- D. Terminating housing assistance payments under an outstanding HAP contract.
- E. Failure to sign and submit consent forms for obtaining information.
- F. Failure to establish citizenship or eligible immigration status.
- G. Violation of family obligations.
- H. Commission by any family member of drug-related criminal activity or violent criminal activity.

If the reason to deny or terminate assistance is because of illegal use, or possession for personal use, of a controlled substance, such use or possession must have occurred within one year before the date the HPHA provides notice to the family of the HPHA determination to deny or terminate assistance. HPHA may not deny or terminate assistance if a family member shows that he or she has an addiction to a controlled substance, has a record of such impairment, or is regarded as having such impairment, and is recovering, or has recovered from such addiction and does not currently use or possess controlled substances.

HPHA may require a family member who has engaged in the illegal use of drugs to submit evidence of participation in, or successful completion of, a treatment program as a condition to being allowed to reside in the home. HPHA may deny or terminate assistance if the preponderance of the evidence indicates that a family member has engaged in such drug-related criminal activity or violent criminal activity, regardless of

whether the family member has been arrested or convicted.

- I. If any family member has been evicted from federally assisted housing in the last 5 years.
- J. If a Public Housing Authority has ever terminated assistance under the program for family member.
- K. If any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
- L. If the family currently owes rent or other amounts to any Public Housing Authority in connection with Section 8 or other public housing assistance.
- M. If the family has not reimbursed any Public Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family.
- N. If the family breaches an agreement with a Public Housing Authority to pay amounts owed to a Public Housing Authority.
- O. If the family has engaged in or threatened abusive or violent behavior toward HPHA personnel.
- P. For reasons stated in accordance with HPHA policy, as stated in the HPHA administrative plan, on screening of applicants for family behavior or suitability for tenancy.

HPHA has discretion to consider the circumstances in each case. Discretionary factors that may be considered are seriousness of the case, extent of participation or culpability of individual family members, mitigating circumstances related to the disability of a family member, and effects of denial or termination of assistance on other family members.

HPHA may require that the family members who participated in or were culpable for the action or failure no longer reside in the home for the other members to continue receiving assistance. If the family includes a person with disabilities, HPHA's decision about such action is subject to consideration of reasonable accommodation.

HPHA must terminate voucher homeownership assistance for any family member receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage securing debt incurred to purchase the home, or any refinancing of such debt.

## **INFORMAL HEARING PROCESS**

Any family or persons who have been denied assistance or whose assistance has been terminated under the HPHA Homeownership Program must first be provided in writing the family's or person's obligations under the program, and the grounds on which the HPHA denied or terminated assistance; and then be provided any opportunity for an informal hearing.

The informal hearing process begins with HPHA issuing notice to the applicant of a decision denying assistance. It must contain a brief statement of the reasons for the HPHA decision, the applicant's right to request an informal review of the decision, and the process for obtaining the informal review. The review may be conducted by any person or persons designated by HPHA, other than a person who made or approved the decision under review or a subordinate of this person. The applicant must be given an opportunity to present written or oral objections to the HPHA decision. HPHA must notify applicant of its final decision after the informal review, with a brief statement of its reasons.

An informal review is not required for applicants for:

- A. Discretionary administrative determinations by the HPHA.
- B. General policy issues or class grievances.
- C. HPHA determination not to approve an extension or suspension of a voucher term.
- D. HPHA determination that a home selected by the applicant is not in compliance with housing quality standards (HQS).
- E. HPHA determination that the unit is not in accordance with HQS because of family size or composition.

For families who are participating in the program, an informal review is mandatory when:

- A. The family's annual or adjusted income and the use of such income to compute the housing assistance payment (HAP) are in question. HPHA must notify family that the family may ask for an explanation of the basis of the HPHA determination, and if the family does not agree with the determination, the family may request an informal hearing on the decision.
- B. The utility allowance for tenant-paid utilities is in question. HPHA must notify family that the family may ask for an explanation of the basis of the HPHA determination, and if the family does not agree

with the determination, the family may request an informal hearing on the decision.

- C. The family unit size under HPHA subsidy standards is in question. HPHA must notify family that the family may ask for an explanation of the basis of the HPHA determination, and if the family does not agree with the determination, the family may request an informal hearing on the decision.
- D. A determination is made to terminate assistance because of the family's action or failure to act. HPHA must give an opportunity for an informal hearing before it terminates housing assistance payments for the family under an outstanding HAP contract. HPHA must give family prompt written notice that the family may request a hearing, containing:
  - 1. Brief statement of reasons for the decision.
  - 2. Statement that if the family does not agree with the decision, it may request an informal hearing.
  - 3. Statement about the deadline for the family to request an informal hearing.
- E. A determination to terminate assistance because the family's absence from the home has been longer than the maximum period permitted under HPHA policy and HUD rules. HPHA must give an opportunity for an informal hearing before it terminates housing assistance payments for the family under an outstanding HAP contract. HPHA must give family prompt written notice that the family may request a hearing, containing:
  - 1. Brief statement of reasons for the decision.
  - 2. Statement that if the family does not agree with the decision, it may request an informal hearing.
  - 3. Statement about the deadline for the family to request an informal hearing.

Informal hearing is not required for program participants for:

- 1. Discretionary administrative determinations by the HPHA.
- 2. General policy issues or class grievances.
- 3. HPHA determination not to approve an extension or suspension of a voucher term.
- 4. HPHA determination that a home selected by the applicant is not in compliance with HQS.
- 5. HPHA determination that the unit is not in accordance with HQS because of family size or composition.

When a hearing is required, the HPHA must proceed with it in a reasonably expeditious manner upon

the family's request. Before the hearing, family must have opportunity to examine and copy (at the family's expense) any HPHA documents (i.e. records and regulations) that are directly relevant to the hearing. If HPHA does not make document available, HPHA cannot rely on it at the hearing. HPHA shall be given the opportunity to examine at its offices and copy (at the HPHA's expense), before the hearing, any family documents that are directly relevant to the hearing. If the family does not make document available, family cannot rely on it at the hearing.

At its own expense, the family may be represented by a lawyer or other representative. HPHA may designate a Hearing Officer to conduct hearing, other than a person who made or approved the decision under review, or a subordinate of this person. The Hearing Officer shall regulate the conduct of the hearing, issue written decision, stating briefly the reasons for the decision. HPHA and the family must be given an opportunity to present evidence and question witnesses. Rules of evidence are not applicable.

HPHA is not bound by a hearing decision regarding a matter the HPHA is not required to provide an opportunity for an informal hearing, regarding a matter that exceeds HPHA of the person conducting the hearing, that is contrary to HUD regulations or requirements, or that is contrary to federal, state or local law. If the HPHA determines that it is not bound by a hearing decision, it must promptly notify the family of the determination and its reasoning.

Above process does not cover the informal hearing provisions for the denial of assistance on the basis of ineligible immigration status. They are contained in 24 CFR Part 5.

## **CONSULTATION WITH RESIDENTS AND PURCHASERS**

In developing this homeownership plan and in carrying out the plan after HUD approval, HPHA shall consult with HOPE VI Advisory Group and other resident organization that represents the potential purchasers and beneficiaries of this plan. HPHA shall meet with them as necessary and appropriate to provide them with information and a reasonable opportunity to make their views and recommendations known. HPHA shall give residents and their resident organizations full opportunity for input in the homeownership planning process, and full consideration of their concerns and opinions.

**The** HOPE VI Advisory Group was formed specifically for this purpose as related to the HOPE VI project, which will receive most of the financing provided by the plan. This group consists of \_\_\_\_\_. It has met \_\_\_\_ times and has already provided substantial input to the master planning for the project. Prior to final submission to HUD for approval, this plan will be presented and comments received and considered. After approval and during implementation, presentation on the status, progress, and implementing issues will be made at least once a quarter. The group will also be used as a focus group for developing and dissemination marketing and information materials on the homeownership opportunities.

## **COUNSELING**

The HPHA shall have individual counseling and group education for participants in the Homeownership Program. Individual counseling shall assist the individual participants, in determining eligibility and financing capacity, in determining the specific type of financing assistance needed for their specific condition, and in developing and implementing a plan for qualifying for and closing the home purchase. This will include working with their prospective private lender. After receiving the initial application from the family, HBHA will assign a Case Manager/Counselor to the applicant who will carry out this function through the closing of the property sale. Thereafter, they will periodically (at least annually) review the family's mortgage payment and assist in resolving delinquencies or other financial problems.

At the initial meeting with a family selected to participate in HPHA Homeownership program, the assigned Counselor shall provide an oral briefing with information on the specific subsidy program they selected, how it works, and their responsibilities. If the family currently lives in a high poverty census tract in the HPHA's jurisdiction, the Counselor is required to discuss the advantages of moving to an area that does not have a high concentration of poor families. In addition, the Counselor shall give family information on:

- A. How HPHA determines the amount of the housing assistance payment, including the payment standard and the total tenant payment.
- B. HPHA subsidy standards, including when the HPHA will consider granting exceptions.
- C. HUD brochure on how to select housing.
- D. Federal, state and local equal opportunity laws, and a copy of the housing discrimination complaint form. If family claims that illegal discrimination because of race, color, religion, sex, national origin, age, familial status or disability prevented it from finding suitable housing with assistance under the program, HPHA must give family information on how to fill out and file a housing discrimination



complaint.

- E. List of parties who are prepared to help the family find a home.
- F. Accessible housing known to the HPHA that may be available, if the family includes a disabled person.
- G. Family obligations.
- H. HPHA informal hearing procedures.

In addition to the individual counseling, HPHA will sponsor classroom sessions to groups of participants. The curriculum shall be designed to be completed in no more than eight weeks. The topics to be covered shall be at a minimum the following:

- A. Home maintenance, including care of the grounds.
- B. Budgeting and money management.
- C. Credit counseling.
- D. How to negotiate the purchase price of a home.
- E. How to obtain homeownership financing and loan pre-approvals, including a description of types of financing that may be available, and the pros and cons of different types of financing, types of subsidies available and associated qualifications and obligations.
- F. How to find a home, including information on homeownership opportunities, schools, and transportation in the HPHA jurisdiction.
- G. Advantages of purchasing a home in an area that does not have a high concentration of low-income families and how to locate homes in such areas.
- H. Information on fair housing, including fair housing lending and local fair housing enforcement agencies.
- I. Information about the Real Estate Settlement Procedures Act (RESPA), state and federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions.

The counseling program will have \_\_\_\_ Case Manager/Counselors under the supervision of the

Homeownership Coordinator. In addition, a Case Manager under the HOPE VI program will be assigned full time to assisting the relocatees. From time to time the education program will utilize volunteers from the local financial and real estate community to conduct classes. The program also contemplates utilizing private credit and debt counselors to assist prospective purchasers in resolving credit and debt issues. HPHA has budgeted \$\_\_\_\_\_ to this effort including \$\_\_\_\_\_ of its HOPE VI Grant.

## **NON-PURCHASING RESIDENTS**

If an existing resident a Lease-to-own unit in this homeownership plan is ineligible for purchase, or declines to purchase at the end of the lease period, the resident shall be given the choice of either relocation to other suitable and affordable housing or continued occupancy of the present dwelling on a rental basis, at a rent no higher than that permitted by HUD. Displacement (permanent, in-voluntary move) in order to make a dwelling available for sale is prohibited. In addition to applicable program sanctions, a violation of the displacement prohibition may trigger a requirement to provide relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970. As soon as feasible after they can be identified, all non-purchasing residents shall be given written notice of their options under this Section.

A non-purchasing resident who chooses to relocate pursuant to this Section shall be offered the following relocation assistance:

- (1) Advisory services to assure full choices and real opportunities to obtain relocation within a full range of neighborhoods where suitable housing may be found, in and outside areas of minority concentration, including timely information, counseling, explanation of the resident's rights under the Fair Housing Act, and referrals to suitable, safe, sanitary and affordable housing (at a rent no higher than permitted by HUD), which is of the resident's choice, on a nondiscriminatory basis, without regard to race, color, religion (creed), national origin, handicap, age, sex, or familial status in compliance with applicable Federal and State law. This requirement will be met if the resident is offered the opportunity to relocate to other suitable housing assistance programs under Section 8 of the Act, or any other Federal, State, or local program that is comparable, as to standards of housing quality, admission and rent, to the programs under the Act, and

- provides a term of assistance of at least five years; and
- (2) Payment of actual, reasonable moving and related expenses.

## **SALE PROCEEDS**

Sales proceeds (includes earnest money, down payments, etc., as well amounts payable on sale and resale) shall first be used for sales and administration costs of the program, and then may be retained by HPHA for the purpose of housing assistance to low-income families. HPHA shall use the proceeds from the initial sale of HOPE VI units and the Section 5(h) units for the development and operating costs of the programs. This shall also include costs associated with the implementation of this plan and related supportive services, repairs to resale units, business opportunities for participating families, developing and mortgage assistance for additional affordable housing, and other activities approved by HUD. HPHA shall also establish a reserve for any contingent liabilities of HPHA under its Homeownership Program such as guaranty of mortgage loans, repurchase, repair and resale of homes in the event of defaults, and loans to homeowners to prevent or cure default or for other emergency housing needs. These proceeds shall be committed within one (1) year.

In the event HPHA receives funds recaptured from the mortgage payment assistance (Section 8) as described previously, fifty percent (50%) of the proceeds shall be used by HPHA for the costs of the homeownership program. The remaining fifty percent (50%) shall be returned to HUD within fifteen (15) days of the sale. The proceeds shall be committed within one (1) year.

## **ADMINISTRATION**

The Homeownership program will be administered by the Homeownership Coordinator in the Department of Resident Services. The Homeownership Coordinator is directly responsible for marketing the Homeownership program and the implementation of this Plan, and for the development and implementation of the homebuyer education program. He/she will develop program material such as Information Brochures, Eligibility Applications, Family Obligations Contract, Section 8 Homeownership Voucher forms, Addendum to Sales Contract (section 8 homeownership), Housing Assistance Payment Calculation Worksheets, Section 8 Homebuyer Program Agreement, and Progress Checklist and Reporting forms.

He/she will also supervise the assigned Case Manager/Counselors who will be responsible for counseling and assisting potential eligible purchasers to qualify for a private first mortgage and appropriate subsidy programs, and existing residents in the Lease-to-own program. The Case Manager/Counselors will evaluate the homeownership potential of each client and develop and plan for qualifying within a specified period, and periodically monitor and report progress. They will work closely with private financial institutions in seeking private financing, and private credit and debt counseling services to assist prospective purchasers in resolving credit and debt issues. They will also coordinate with HOPE VI staff in identifying potential homes available in their project, and with the private real estate community in identifying potential privately owned affordable for-sale housing. The program also contemplates utilizing private.

HPHA has budgeted \$\_\_\_\_\_ to this effort including \$\_\_\_\_\_ of its HOPE VI Grant. In implementing the HPHA Homeownership Program, the staff will perform the following specific functions.

## **Step 1: Eligibility Determination**

HPHA staff conducts an interview with each applicant to review income, employment, credit history and other information relevant to the program's eligibility criteria and defined preferences. Participants must sign a "Family Obligations" agreement, which outlines the program requirements, including both pre-purchase obligations and requirements throughout the term of homeownership assistance. If the applicant meets the basic requirements of the program, they will be referred to a Case Manager/Counselor.

## **Step 2: Homebuyer Counseling/ Education**

The Case Manager/Counselor explains the homeownership program as delineated in the Counseling Section of this Homeownership Plan. The Case Manager/Counselor evaluates the applicant's homeownership potential, reviews credit report, and completes an initial "buying power" determination based on current lender's standards and HPHA subsidy programs. The Counselor and the applicant will develop an action plan that outlines the steps necessary in order to become "mortgage ready." Depending on the specific needs and abilities of the participant, they will enroll a pre-defined homebuyer education course as defined in the Counseling Section of this Homeownership Plan, and be assigned to a permanent Homeownership Counselor.

At a minimum, the homebuyer education course would include the topics required by the Homeownership Program. After a loan is approved the participants will attend a final pre-purchase counseling session which will review the specific requirements of the subsidy program, mortgage note, deed of trust, compliance agreement and other related documents. The Counselor will make monthly participant progress reports to HPHA.

### **Step 3: Home Selection**

The participants are required to complete the homebuyer counseling and/or education course and become “mortgage ready” before beginning to search for a home. This is intended to give them ample time to learn from the class how to select a real estate agent and mortgage lender, details on fair housing and predatory lending and what to look for in a new home. Similarly, HPHA should assist participants in identifying the price ranges of homes they will be able to afford.

Periodically, as determined by the HPHA, participants could be asked to submit a Finding and Financing a Home Progress Report. HPHA will also require participants to attend regular meetings with a Case Manager/Counselor to review the status of their action plans. In an effort to facilitate the home selection process, HPHA may engage local real estate professionals, educate them on the rules and parameters of the HPHA Homeownership Program and maintain a list of professionals that have received the education and/or work with the program. Although they may not insist that certain professionals be solicited, participants might benefit greatly from this list.

### **Step 4: Contract Negotiation**

As a participant locates a home and prepares an offer to purchase, they should consult their Case Manager/Counselor. The counselor should review all related documents and advise the participant throughout the contract and purchase price negotiations. The Case Manager/Counselor reviews and approves all contracts on behalf of the HPHA. Each sales contract must include an addendum that describes the additional steps and approvals required by the Homeownership Program. Items that must be included in the contract addendum are as follow:

- Sales contracts are subject to housing authority approval;
- HPHA purchase approval is pending independent inspection and an Housing Quality Standards (HQS) inspection; and
- Prior to purchase approval, seller must correct all HQS deficiencies.



## **Step 5: Loan Processing and Approval**

Similar to Steps 3 and 4, while participants bear the ultimate responsibility for securing financing for their homes, HPHA and/or their partners will likely play an integral role in guiding participants through the loan process. HPHA, without steering participants to certain lenders, are permitted to provide a list of lenders or loan products that are compatible with the Homeownership Program. HPHA must review and approve all loan agreements before they can be finalized.

## **Step 6: Property Inspections**

Each home must pass two separate inspections: an independent, professional inspection and a Housing Quality Standards (HQS) inspection. Participants are responsible for the cost of the independent inspection. HPHA provide the HQS inspection, as it would through its rental-housing program.

In order to protect participants from unnecessary frustration and expenses, HPHA will conduct the HQS inspections early in the home selection process, at least prior to the independent inspections. This would prevent participants incurring costs to inspect homes that will eventually fail to meet the program's requirements. HPHA is only required to use HQS, but might find that future repair needs and other issues would be better identified with a more rigorous set of standards, which would further protect participants.

## **Step 7: Loan Closing**

Once financing is secured and approved by the HPHA, all inspections are conducted and required repairs completed, HPHA then approves the loan closing and the home purchase. HPHA may choose to control the timing and location of the closing and ensure that a Case Manager/Counselor is present to offer guidance and support to participants on this often overwhelming day.

### **Step 8: Post-Purchase Counseling**

The participant is required to continue counseling in the post-purchase program. Post-purchase counseling concentrates on a review of basic home maintenance, household budgeting and loan default prevention. In addition, HPHA requires at least semi-annual review of participants during the first three (3) years of homeownership and post-purchase counseling as determined by the Case Manager/Counselor. HPHA requires notification by the lender of all delinquent loan payments.

### **Step 9: On-going Re-Certification & Property Inspections**

If the participant is in the HPHA mortgage subsidy program (Section 8 Housing Choice Voucher Program), its income and employment is re-certified annually. HPHA will also adjust payment standards annually, based on changes in Fair Market Rent and other local market fluctuations. Each time a participant's income is re-certified, the subsidy may increase or decrease. Depending on the structure of the housing financing, this might affect the source of payments for the loan.

## **RECORDS, ACCOUNTS AND REPORTS**

HPHA shall be responsible for the maintenance of applications, counseling, purchaser, closing, and other financial records for all activities incident to implementation of the HUD-approved homeownership plan, and as may be required by HUD and other funding sources of the Homeownership Program. The purchaser records must include information on the racial and ethnic characteristics of the purchasers. Until all planned sales of individual dwellings have been completed, the HPHA shall submit to HUD annual sales reports, in a form prescribed by HUD. The receipt, retention, and expenditure of the sale proceeds shall be covered in the regular independent audits of the HPHA's public housing operations, and any supplementary audits that HUD may find necessary for monitoring. Where another entity is responsible for sale of individual units, HPHA will ensure that the entity's responsibilities include proper record-keeping and accountability to HPHA, sufficient to enable HPHA to monitor compliance with the approved homeownership plan, to prepare its re-ports to HUD, and to meet its audit responsibilities. All books and records are subject to inspection and audit by HUD and the General Accounting Office.

## **BUDGET**

Attached the homeownership budget for the HOPE VI project along with its sources and uses statement, HPHA budget showing funding for homeownership staff, and capital asset statement showing the value of the section 5(h) homes. Also attached is the awards letter for the HOPE VI grant.

## **TIMETABLE**

Attached is the schedule for the development of the 98 HOPE VI homeownership units.

## **SUPPORTING DOCUMENTS**

### **PROPERTY VALUE ESTIMATE**

A recently completed market study by Zimmerman/Volk Associates identified several for-sale single-family detached and attached properties located within a short distance of the HOPE VI site. Attached prices range from \$73,000 to nearly \$120,000 for two bedroom units ranging in size from about 900 to more than 1,400 square feet. Detached house prices start at about \$80,000 to more than \$175,000, for two- to four-bedroom units ranging in size from approximately 1,100 to more than 2,000 square feet. In general, units priced under \$120,000 do not have garages or basements; a significant majority are single story.

Several infill sites are located throughout the city. The Habitat for Humanity development had a few lots remaining and two or three brick houses under construction. At Springfield and Ingraham, Springfield Woods is marketing three-bedrooms, two-bath houses on slab on very small lots from \$99,900. At Triangle Ridge, located on Triangle Lake Road north of the site, new detached houses are priced from \$79,900 for three bedrooms and two baths, with approximately 1200 square feet. The subdivision contains 27 lots, and nearly all have been sold. The property closest to the site and with the most sophisticated marketing is Sterling Place, with three-bedroom detached houses priced from the \$130s for approximately 1,500 square feet.

The Zimmerman/Volk Associates market study rationalized a market-rate (incomes greater than 80% AMI) market for 46 detached homes. The single-story units ranged from 1,000 to 1,400 square feet and priced between \$80,000 to \$110,000; and the two-story units ranged from 1,200 to 1,800 square feet and priced from \$95,000 to \$135,000. Based on this comparable analysis, the project conservatively estimates the value of its proposed 1200-1500 square foot, 3 and 4 bedroom homes from \$90,000 to \$100,000.

## **WORKABILITY AND AFFORDABILITY**

Attachments \_\_\_ thru \_\_\_ are charts that show an analysis of the financial capacity of the HPHA's residents, affordability, and the unit mix and associated subsidy programs. In addition, attached is the result of a recent survey of relocated residents, which indicates their interest in returning. These charts illustrate that the homeownership program is designed to maximize Homeownership opportunities for the HPHA residents within the economic constraints of the budget while providing a reasonable income mix.

## **HPHA's PERFORMANCE IN HOMEOWNERSHIP**

HPHA has been a developer of affordable housing in High Point since 1974. During those 27 years, HPHA has amassed 155 acres of land and developed 789 units of housing. Projects have ranged in size from individual homes to subdivisions of 150 units.

In 1980, HPHA initiated a long-range strategic plan to enhance HPHA revenues to create income from 5(h) development and sales of single-family homes to public housing eligible persons. This strategy has created new homes on the High Point property tax rolls, dispersed low and moderate housing throughout the community, created program income for HPHA's redevelopment, and most importantly, made 237 low-income families homeowners. Ninety-six families have signed a five-year purchase-to-buy contract. The HPHA will bring the same creativity and effectiveness to this Homeownership program.

HPHA has been successful in engaging public housing residents and minority contractors to participate in the construction process through the YouthBuild program (currently 19 persons) and through Section

3 and resident employment initiatives.

The operations and Management staff have fully integrated development duties into their work activity. The staff certifications include the Public Housing Manager designation and also licenses for the heating, ventilation and air conditioning, and plumbing trades. The Information Systems Department has accurate estimating, budgeting and scheduling capacity. Contracting, procurement and construction management is provided by the Operations Department, and the marketing and the occupancy of the units is handled by an experienced Management Department.

The capacity of HPHA to operate a successful Section 8 homeownership program satisfies HUD's criteria in that HPHA requires that financing for purchasing a home under the program be provided, insured, or guaranteed by the state or federal government, or comply with secondary mortgage market underwriting requirements, or comply with generally accepted private sector underwriting standards.

#### **NONDISCRIMINATION CERTIFICATION (*LENA*)**

#### **LEGAL OPINION (*LENA*)**

#### **BOARD RESOLUTION (*LENA*)**

#### **CONFLICT OF INTEREST STATEMENT (*LENA*)**

HPHA, its contractors, or subcontractors cannot enter into any contract or arrangement in connection with HPHA Homeownership Program where any of the following have had a direct or indirect interest during tenure or for one (1) year thereafter:

- A. Present or former HPHA commissioner or officer except a commissioner who is a Section 8



holder/recipient.

- B. HPHA employee, contractor, subcontractor or agent who formulates policy or influences decisions with respect to the programs.
- C. Public official who exercises functions or responsibilities with respect to the program.
- D. Member of the U.S. Congress.

Any member of the classes above must disclose their interest or prospective interest to the HPHA and HUD. HUD may waive a conflict of interest prohibition for good cause.

#### **OTHER INFORMATION (HPHA)**

- *Documentation of meetings with residents  
(include agendas, meeting minutes, and sign-in sheets)*
- *Other documentation of outreach*
- *Other relevant information such as letters of support and  
commitment*



**VOLUNTARY CONVERSION OF PUBLIC HOUSING TO TENANT-BASED  
ASSISTANCE  
PUBLIC HOUSING CERTIFICATIONS  
24 CFR PART 972**

Pursuant to the instructions as provided in the Public Housing Agency (PHA)  
Plan Desk Guide, Section 3.11, Component Ten: Conversion of Public Housing,

3.11.2, Subcomponent B

- a. How many of the PHA's developments are subject to the Required Initial Assessments?

13

- b. How many of the PHA's developments are not subject to the Required Initial Assessments based on exemptions?

2

- c. How many assessments were conducted for the PHA's covered developments?

13

- d. Identify PHA developments that may be appropriate for conversion based on the Required Initial Assessments:

Development Name	Project Number	No. of Units
Clara Cox Homes	NC006001	140
Daniel Brooks Homes	NC006002	172
Carson Stout Homes	NC006004	160
Beamon Courts	NC006005	60
J C Morgan Courts	NC006006	96
Juanita Hills Apts	NC006009	140
Scattered Sites	NC006012	36
Scattered Sites	NC006013	43
Daniel Brooks Annex II	NC006015	28
Scattered Sites	NC006017	18
Scattered Sites	NC006018	4
Deep River Homes	NC006019	38
Scattered Sites	NC006020	29
Total	13	964

- e. If the PHA has not completed the Required Initial Assessments, describe the status of these assessments.

Not Applicable

**VOLUNTARY CONVERSION OF PUBLIC HOUSING TO TENANT-BASED  
ASSISTANCE  
PUBLIC HOUSING CERTIFICATIONS  
24 CFR PART 972**

On June 22, 2001, the Department of Housing and Urban Development (HUD) issued a Final Rule amending chapter IX of title 24 of the Code of Federal Regulations by adding part 972. This new part 972 implements section 533 of the Quality Housing and Work Responsibility Act of 1998 which requires every public housing authority to conduct and submit to HUD an initial assessment to determine if statutory objectives would be satisfied by converting certain developments or parts of developments to tenant-based assistance.

Acting on behalf of the Housing Authority of the City of High Point (PHA) as its Authorized Official, I make the following certifications and assurances to HUD regarding:

Project No.            *NC006001*  
Project Name:        *Clara Cox Homes*  
Project Address:     *602 East Russell, High Point, NC*

I hereby certify that the development named above:

- Is not subject to required conversion under 24 CFR part 971;
- Is not the subject of an application for demolition or disposition that has been approved by HUD, or submitted to HUD and awaiting determination;
- Is not a HOPE VI revitalization site; and
- Is not applied for and received HUD designation for occupancy only by the elderly and/or persons with disabilities under 24 CFR part 945.

I further certify that I have:

- Reviewed the development's operation as public housing;
- Considered the implications of converting the development to tenant-based assistance, and
- Concluded that the conversion of the development may be:
  - ☐ Appropriate because removal of the development would meet the necessary conditions for voluntary conversion described below.
  - OR
  - ☐ Inappropriate because removal of the development would not meet the necessary conditions for voluntary conversion described below.

**Necessary conditions for voluntary conversion:**

- Conversion to tenant-based assistance would be more expensive than continuing to operate the development (or portion of it) as public housing;
- Conversion to tenant-based assistance would principally benefit the residents of the public housing development to be converted and the community; and
- Conversion to tenant-based assistance would not adversely affect the availability of affordable housing in the community.

Signature: \_\_\_\_\_ Date: February 27, 2002  
Larry B. Raines  
Acting Executive Director

**VOLUNTARY CONVERSION OF PUBLIC HOUSING TO TENANT-BASED  
ASSISTANCE  
PUBLIC HOUSING CERTIFICATIONS  
24 CFR PART 972**

On June 22, 2001, the Department of Housing and Urban Development (HUD) issued a Final Rule amending chapter IX of title 24 of the Code of Federal Regulations by adding part 972. This new part 972 implements section 533 of the Quality Housing and Work Responsibility Act of 1998 which requires every public housing authority to conduct and submit to HUD an initial assessment to determine if statutory objectives would be satisfied by converting certain developments or parts of developments to tenant-based assistance.

Acting on behalf of the Housing Authority of the City of High Point (PHA) as its Authorized Official, I make the following certifications and assurances to HUD regarding:

Project No.                *NC006002*  
Project Name:            *Daniel Brooks Homes*  
Project Address:        *1450 West St, High Point, NC*

I hereby certify that the development named above:

- Is not subject to required conversion under 24 CFR part 971;
- Is not the subject of an application for demolition or disposition that has been approved by HUD, or submitted to HUD and awaiting determination;
- Is not a HOPE VI revitalization site; and
- Is not applied for and received HUD designation for occupancy only by the elderly and/or persons with disabilities under 24 CFR part 945.

I further certify that I have:

- Reviewed the development's operation as public housing;
- Considered the implications of converting the development to tenant-based assistance, and
- Concluded that the conversion of the development may be:
  - ☐ Appropriate because removal of the development would meet the necessary conditions for voluntary conversion described below.

OR

- ☐ Inappropriate because removal of the development would not meet the necessary conditions for voluntary conversion described below.

**Necessary conditions for voluntary conversion:**

- Conversion to tenant-based assistance would be more expensive than continuing to operate the development (or portion of it) as public housing;
- Conversion to tenant-based assistance would principally benefit the residents of the public housing development to be converted and the community; and
- Conversion to tenant-based assistance would not adversely affect the availability of affordable housing in the community.

Signature: \_\_\_\_\_ Date: February 27, 2002  
Larry B. Raines  
Acting Executive Director



**VOLUNTARY CONVERSION OF PUBLIC HOUSING TO TENANT-BASED  
ASSISTANCE  
PUBLIC HOUSING CERTIFICATIONS  
24 CFR PART 972**

On June 22, 2001, the Department of Housing and Urban Development (HUD) issued a Final Rule amending chapter IX of title 24 of the Code of Federal Regulations by adding part 972. This new part 972 implements section 533 of the Quality Housing and Work Responsibility Act of 1998 which requires every public housing authority to conduct and submit to HUD an initial assessment to determine if statutory objectives would be satisfied by converting certain developments or parts of developments to tenant-based assistance.

Acting on behalf of the Housing Authority of the City of High Point (PHA) as its Authorized Official, I make the following certifications and assurances to HUD regarding:

Project No.            *NC006004*  
Project Name:        *Carson Stout Homes*  
Project Address:    *1900 Fern St, High Point, NC*

I hereby certify that the development named above:

- Is not subject to required conversion under 24 CFR part 971;
- Is not the subject of an application for demolition or disposition that has been approved by HUD, or submitted to HUD and awaiting determination;
- Is not a HOPE VI revitalization site; and
- Is not applied for and received HUD designation for occupancy only by the elderly and/or persons with disabilities under 24 CFR part 945.

I further certify that I have:

- Reviewed the development's operation as public housing;
- Considered the implications of converting the development to tenant-based assistance, and
- Concluded that the conversion of the development may be:
  - ☐ Appropriate because removal of the development would meet the necessary conditions for voluntary conversion described below.
  - OR
  - ☐ Inappropriate because removal of the development would not meet the necessary conditions for voluntary conversion described below.

**Necessary conditions for voluntary conversion:**

- Conversion to tenant-based assistance would be more expensive than continuing to operate the development (or portion of it) as public housing;
- Conversion to tenant-based assistance would principally benefit the residents of the public housing development to be converted and the community; and
- Conversion to tenant-based assistance would not adversely affect the availability of affordable housing in the community.

Signature: \_\_\_\_\_ Date: February 27, 2002  
Larry B. Raines  
Acting Executive Director

**VOLUNTARY CONVERSION OF PUBLIC HOUSING TO TENANT-BASED  
ASSISTANCE  
PUBLIC HOUSING CERTIFICATIONS  
24 CFR PART 972**

On June 22, 2001, the Department of Housing and Urban Development (HUD) issued a Final Rule amending chapter IX of title 24 of the Code of Federal Regulations by adding part 972. This new part 972 implements section 533 of the Quality Housing and Work Responsibility Act of 1998 which requires every public housing authority to conduct and submit to HUD an initial assessment to determine if statutory objectives would be satisfied by converting certain developments or parts of developments to tenant-based assistance.

Acting on behalf of the Housing Authority of the City of High Point (PHA) as its Authorized Official, I make the following certifications and assurances to HUD regarding:

Project No.            *NC006005*  
Project Name:        *Beamon Courts*  
Project Address:    *Leonard & Price St, High Point, NC*

I hereby certify that the development named above:

- Is not subject to required conversion under 24 CFR part 971;
- Is not the subject of an application for demolition or disposition that has been approved by HUD, or submitted to HUD and awaiting determination;
- Is not a HOPE VI revitalization site; and
- Is not applied for and received HUD designation for occupancy only by the elderly and/or persons with disabilities under 24 CFR part 945.

I further certify that I have:

- Reviewed the development's operation as public housing;
- Considered the implications of converting the development to tenant-based assistance, and
- Concluded that the conversion of the development may be:
  - ☐ Appropriate because removal of the development would meet the necessary conditions for voluntary conversion described below.

OR

- ☐ Inappropriate because removal of the development would not meet the necessary conditions for voluntary conversion described below.

**Necessary conditions for voluntary conversion:**

- Conversion to tenant-based assistance would be more expensive than continuing to operate the development (or portion of it) as public housing;
- Conversion to tenant-based assistance would principally benefit the residents of the public housing development to be converted and the community; and
- Conversion to tenant-based assistance would not adversely affect the availability of affordable housing in the community.

Signature: \_\_\_\_\_ Date: February 27, 2002  
Larry B. Raines  
Acting Executive Director

**VOLUNTARY CONVERSION OF PUBLIC HOUSING TO TENANT-BASED  
ASSISTANCE  
PUBLIC HOUSING CERTIFICATIONS  
24 CFR PART 972**

On June 22, 2001, the Department of Housing and Urban Development (HUD) issued a Final Rule amending chapter IX of title 24 of the Code of Federal Regulations by adding part 972. This new part 972 implements section 533 of the Quality Housing and Work Responsibility Act of 1998 which requires every public housing authority to conduct and submit to HUD an initial assessment to determine if statutory objectives would be satisfied by converting certain developments or parts of developments to tenant-based assistance.

Acting on behalf of the Housing Authority of the City of High Point (PHA) as its Authorized Official, I make the following certifications and assurances to HUD regarding:

Project No.                *NC006006*  
Project Name:            *J C Morgan Courts*  
Project Address:        *Anaheim, Dartmouth & Brockett St, High Point, NC*

I hereby certify that the development named above:

- Is not subject to required conversion under 24 CFR part 971;
- Is not the subject of an application for demolition or disposition that has been approved by HUD, or submitted to HUD and awaiting determination;
- Is not a HOPE VI revitalization site; and
- Is not applied for and received HUD designation for occupancy only by the elderly and/or persons with disabilities under 24 CFR part 945.

I further certify that I have:

- Reviewed the development's operation as public housing;
  - Considered the implications of converting the development to tenant-based assistance, and
  - Concluded that the conversion of the development may be:
    - ☐ Appropriate because removal of the development would meet the necessary conditions for voluntary conversion described below.
- OR
- ☐ Inappropriate because removal of the development would not meet the necessary conditions for voluntary conversion described below.

**Necessary conditions for voluntary conversion:**

- Conversion to tenant-based assistance would be more expensive than continuing to operate the development (or portion of it) as public housing;
- Conversion to tenant-based assistance would principally benefit the residents of the public housing development to be converted and the community; and
- Conversion to tenant-based assistance would not adversely affect the availability of affordable housing in the community.

Signature: \_\_\_\_\_ Date: February 27, 2002  
Larry B. Raines  
Acting Executive Director

**VOLUNTARY CONVERSION OF PUBLIC HOUSING TO TENANT-BASED  
ASSISTANCE  
PUBLIC HOUSING CERTIFICATIONS  
24 CFR PART 972**

On June 22, 2001, the Department of Housing and Urban Development (HUD) issued a Final Rule amending chapter IX of title 24 of the Code of Federal Regulations by adding part 972. This new part 972 implements section 533 of the Quality Housing and Work Responsibility Act of 1998 which requires every public housing authority to conduct and submit to HUD an initial assessment to determine if statutory objectives would be satisfied by converting certain developments or parts of developments to tenant-based assistance.

Acting on behalf of the Housing Authority of the City of High Point (PHA) as its Authorized Official, I make the following certifications and assurances to HUD regarding:

Project No.                *NC006009*  
Project Name:            *Juanita Hills Apts*  
Project Address:        *2701 Annmoore Cr, High Point, NC*

I hereby certify that the development named above:

- Is not subject to required conversion under 24 CFR part 971;
- Is not the subject of an application for demolition or disposition that has been approved by HUD, or submitted to HUD and awaiting determination;
- Is not a HOPE VI revitalization site; and
- Is not applied for and received HUD designation for occupancy only by the elderly and/or persons with disabilities under 24 CFR part 945.

I further certify that I have:

- Reviewed the development's operation as public housing;
  - Considered the implications of converting the development to tenant-based assistance, and
  - Concluded that the conversion of the development may be:
    - ☐ Appropriate because removal of the development would meet the necessary conditions for voluntary conversion described below.
- OR
- ☐ Inappropriate because removal of the development would not meet the necessary conditions for voluntary conversion described below.

**Necessary conditions for voluntary conversion:**

- Conversion to tenant-based assistance would be more expensive than continuing to operate the development (or portion of it) as public housing;
- Conversion to tenant-based assistance would principally benefit the residents of the public housing development to be converted and the community; and
- Conversion to tenant-based assistance would not adversely affect the availability of affordable housing in the community.

Signature: \_\_\_\_\_ Date: February 27, 2002  
Larry B. Raines  
Acting Executive Director



**VOLUNTARY CONVERSION OF PUBLIC HOUSING TO TENANT-BASED  
ASSISTANCE  
PUBLIC HOUSING CERTIFICATIONS  
24 CFR PART 972**

On June 22, 2001, the Department of Housing and Urban Development (HUD) issued a Final Rule amending chapter IX of title 24 of the Code of Federal Regulations by adding part 972. This new part 972 implements section 533 of the Quality Housing and Work Responsibility Act of 1998 which requires every public housing authority to conduct and submit to HUD an initial assessment to determine if statutory objectives would be satisfied by converting certain developments or parts of developments to tenant based assistance.

Acting on behalf of the Housing Authority of the City of High Point (PHA) as its Authorized Official, I make the following certifications and assurances to HUD regarding:

Project No.            *NC006012*  
Project Name:        *Scattered Sites*  
Project Address:     *High Point, NC*

I hereby certify that the development named above:

- Is not subject to required conversion under 24 CFR part 971;
- Is not the subject of an application for demolition or disposition that has been approved by HUD, or submitted to HUD and awaiting determination;
- Is not a HOPE VI revitalization site; and
- Is not applied for and received HUD designation for occupancy only by the elderly and/or persons with disabilities under 24 CFR part 945.

I further certify that I have:

- Reviewed the development's operation as public housing;
- Considered the implications of converting the development to tenant-based assistance, and
- Concluded that the conversion of the development may be:
  - ☐ Appropriate because removal of the development would meet the necessary conditions for voluntary conversion described below.
  - OR
  - ☐ Inappropriate because removal of the development would not meet the necessary conditions for voluntary conversion described below.

**Necessary conditions for voluntary conversion:**

- Conversion to tenant-based assistance would be more expensive than continuing to operate the development (or portion of it) as public housing;
- Conversion to tenant-based assistance would principally benefit the residents of the public housing development to be converted and the community; and
- Conversion to tenant-based assistance would not adversely affect the availability of affordable housing in the community.

Signature: \_\_\_\_\_ Date: February 27, 2002  
Larry B. Raines  
Acting Executive Director

**VOLUNTARY CONVERSION OF PUBLIC HOUSING TO TENANT-BASED  
ASSISTANCE  
PUBLIC HOUSING CERTIFICATIONS  
24 CFR PART 972**

On June 22, 2001, the Department of Housing and Urban Development (HUD) issued a Final Rule amending chapter IX of title 24 of the Code of Federal Regulations by adding part 972. This new part 972 implements section 533 of the Quality Housing and Work Responsibility Act of 1998 which requires every public housing authority to conduct and submit to HUD an initial assessment to determine if statutory objectives would be satisfied by converting certain developments or parts of developments to tenant-based assistance.

Acting on behalf of the Housing Authority of the City of High Point (PHA) as its Authorized Official, I make the following certifications and assurances to HUD regarding:

Project No.            *NC006013*  
Project Name:        *Scattered Sites*  
Project Address:     *High Point, NC*

I hereby certify that the development named above:

- Is not subject to required conversion under 24 CFR part 971;
- Is not the subject of an application for demolition or disposition that has been approved by HUD, or submitted to HUD and awaiting determination;
- Is not a HOPE VI revitalization site; and
- Is not applied for and received HUD designation for occupancy only by the elderly and/or persons with disabilities under 24 CFR part 945.

I further certify that I have:

- Reviewed the development's operation as public housing;
- Considered the implications of converting the development to tenant-based assistance, and
- Concluded that the conversion of the development may be:
  - ☐ Appropriate because removal of the development would meet the necessary conditions for voluntary conversion described below.

OR

- ☐ Inappropriate because removal of the development would not meet the necessary conditions for voluntary conversion described below.

**Necessary conditions for voluntary conversion:**

- Conversion to tenant-based assistance would be more expensive than continuing to operate the development (or portion of it) as public housing;
- Conversion to tenant-based assistance would principally benefit the residents of the public housing development to be converted and the community; and
- Conversion to tenant-based assistance would not adversely affect the availability of affordable housing in the community.

Signature: \_\_\_\_\_ Date: February 27, 2002  
Larry B. Raines  
Acting Executive Director

**VOLUNTARY CONVERSION OF PUBLIC HOUSING TO TENANT-BASED  
ASSISTANCE  
PUBLIC HOUSING CERTIFICATIONS  
24 CFR PART 972**

On June 22, 2001, the Department of Housing and Urban Development (HUD) issued a Final Rule amending chapter IX of title 24 of the Code of Federal Regulations by adding part 972. This new part 972 implements section 533 of the Quality Housing and Work Responsibility Act of 1998 which requires every public housing authority to conduct and submit to HUD an initial assessment to determine if statutory objectives would be satisfied by converting certain developments or parts of developments to tenant-based assistance.

Acting on behalf of the Housing Authority of the City of High Point (PHA) as its Authorized Official, I make the following certifications and assurances to HUD regarding:

Project No.            *NC006015*  
Project Name:        *Daniel Brooks Annex II*  
Project Address:     *300 Henley St, High Point, NC*

I hereby certify that the development named above:

- Is not subject to required conversion under 24 CFR part 971;
- Is not the subject of an application for demolition or disposition that has been approved by HUD, or submitted to HUD and awaiting determination;
- Is not a HOPE VI revitalization site; and
- Is not applied for and received HUD designation for occupancy only by the elderly and/or persons with disabilities under 24 CFR part 945.

I further certify that I have:

- Reviewed the development's operation as public housing;
- Considered the implications of converting the development to tenant-based assistance, and
- Concluded that the conversion of the development may be:
  - ☐ Appropriate because removal of the development would meet the necessary conditions for voluntary conversion described below.

OR

- ☐ Inappropriate because removal of the development would not meet the necessary conditions for voluntary conversion described below.

**Necessary conditions for voluntary conversion:**

- Conversion to tenant-based assistance would be more expensive than continuing to operate the development (or portion of it) as public housing;
- Conversion to tenant-based assistance would principally benefit the residents of the public housing development to be converted and the community; and
- Conversion to tenant-based assistance would not adversely affect the availability of affordable housing in the community.

Signature: \_\_\_\_\_ Date: February 27, 2002  
Larry B. Raines  
Acting Executive Director

**VOLUNTARY CONVERSION OF PUBLIC HOUSING TO TENANT-BASED  
ASSISTANCE  
PUBLIC HOUSING CERTIFICATIONS  
24 CFR PART 972**

On June 22, 2001, the Department of Housing and Urban Development (HUD) issued a Final Rule amending chapter IX of title 24 of the Code of Federal Regulations by adding part 972. This new part 972 implements section 533 of the Quality Housing and Work Responsibility Act of 1998 which requires every public housing authority to conduct and submit to HUD an initial assessment to determine if statutory objectives would be satisfied by converting certain developments or parts of developments to tenant-based assistance.

Acting on behalf of the Housing Authority of the City of High Point (PHA) as its Authorized Official, I make the following certifications and assurances to HUD regarding:

Project No.            *NC006017*  
Project Name:        *Scattered Sites*  
Project Address:     *High Point, NC*

I hereby certify that the development named above:

- Is not subject to required conversion under 24 CFR part 971;
- Is not the subject of an application for demolition or disposition that has been approved by HUD, or submitted to HUD and awaiting determination;
- Is not a HOPE VI revitalization site; and
- Is not applied for and received HUD designation for occupancy only by the elderly and/or persons with disabilities under 24 CFR part 945.

I further certify that I have:

- Reviewed the development's operation as public housing;
- Considered the implications of converting the development to tenant-based assistance, and
- Concluded that the conversion of the development may be:
  - ☐ Appropriate because removal of the development would meet the necessary conditions for voluntary conversion described below.
  - OR
  - ☐ Inappropriate because removal of the development would not meet the necessary conditions for voluntary conversion described below.

**Necessary conditions for voluntary conversion:**

- Conversion to tenant-based assistance would be more expensive than continuing to operate the development (or portion of it) as public housing;
- Conversion to tenant-based assistance would principally benefit the residents of the public housing development to be converted and the community; and
- Conversion to tenant-based assistance would not adversely affect the availability of affordable housing in the community.

Signature: \_\_\_\_\_ Date: February 27, 2002  
Larry B. Raines  
Acting Executive Director



**VOLUNTARY CONVERSION OF PUBLIC HOUSING TO TENANT -BASED  
ASSISTANCE  
PUBLIC HOUSING CERTIFICATIONS  
24 CFR PART 972**

On June 22, 2001, the Department of Housing and Urban Development (HUD) issued a Final Rule amending chapter IX of title 24 of the Code of Federal Regulations by adding part 972. This new part 972 implements section 533 of the Quality Housing and Work Responsibility Act of 1998 which requires every public housing authority to conduct and submit to HUD an initial assessment to determine if statutory objectives would be satisfied by converting certain developments or parts of developments to tenant-based assistance.

Acting on behalf of the Housing Authority of the City of High Point (PHA) as its Authorized Official, I make the following certifications and assurances to HUD regarding:

Project No.            *NC006018*  
Project Name:        *Scattered Sites*  
Project Address:     *High Point, NC*

I hereby certify that the development named above:

- Is not subject to required conversion under 24 CFR part 971;
- Is not the subject of an application for demolition or disposition that has been approved by HUD, or submitted to HUD and awaiting determination;
- Is not a HOPE VI revitalization site; and
- Is not applied for and received HUD designation for occupancy only by the elderly and/or persons with disabilities under 24 CFR part 945.

I further certify that I have:

- Reviewed the development's operation as public housing;
- Considered the implications of converting the development to tenant-based assistance, and
- Concluded that the conversion of the development may be:
  - ☐ Appropriate because removal of the development would meet the necessary conditions for voluntary conversion described below.

OR

- ☐ Inappropriate because removal of the development would not meet the necessary conditions for voluntary conversion described below.

**Necessary conditions for voluntary conversion:**

- Conversion to tenant-based assistance would be more expensive than continuing to operate the development (or portion of it) as public housing;
- Conversion to tenant-based assistance would principally benefit the residents of the public housing development to be converted and the community; and
- Conversion to tenant-based assistance would not adversely affect the availability of affordable housing in the community.

Signature: \_\_\_\_\_ Date: February 27, 2002  
Larry B. Raines  
Acting Executive Director

**VOLUNTARY CONVERSION OF PUBLIC HOUSING TO TENANT-BASED  
ASSISTANCE  
PUBLIC HOUSING CERTIFICATIONS  
24 CFR PART 972**

On June 22, 2001, the Department of Housing and Urban Development (HUD) issued a Final Rule amending chapter IX of title 24 of the Code of Federal Regulations by adding part 972. This new part 972 implements section 533 of the Quality Housing and Work Responsibility Act of 1998 which requires every public housing authority to conduct and submit to HUD an initial assessment to determine if statutory objectives would be satisfied by converting certain developments or parts of developments to tenant-based assistance.

Acting on behalf of the Housing Authority of the City of High Point (PHA) as its Authorized Official, I make the following certifications and assurances to HUD regarding:

Project No.            *NC006019*  
Project Name:        *Deep River Homes*  
Project Address:     *High Point, NC*

I hereby certify that the development named above:

- Is not subject to required conversion under 24 CFR part 971;
- Is not the subject of an application for demolition or disposition that has been approved by HUD, or submitted to HUD and awaiting determination;
- Is not a HOPE VI revitalization site; and
- Is not applied for and received HUD designation for occupancy only by the elderly and/or persons with disabilities under 24 CFR part 945.

I further certify that I have:

- Reviewed the development's operation as public housing;
- Considered the implications of converting the development to tenant-based assistance, and
- Concluded that the conversion of the development may be:
  - ☐ Appropriate because removal of the development would meet the necessary conditions for voluntary conversion described below.
  - OR
  - ☐ Inappropriate because removal of the development would not meet the necessary conditions for voluntary conversion described below.

**Necessary conditions for voluntary conversion:**

- Conversion to tenant-based assistance would be more expensive than continuing to operate the development (or portion of it) as public housing;
- Conversion to tenant-based assistance would principally benefit the residents of the public housing development to be converted and the community;and
- Conversion to tenant-based assistance would not adversely affect the availability of affordable housing in the community.

Signature: \_\_\_\_\_ Date: February 27, 2002  
Larry B. Raines  
Acting Executive Director

**VOLUNTARY CONVERSION OF PUBLIC HOUSING TO TENANT-BASED  
ASSISTANCE  
PUBLIC HOUSING CERTIFICATIONS  
24 CFR PART 972**

On June 22, 2001, the Department of Housing and Urban Development (HUD) issued a Final Rule amending chapter IX of title 24 of the Code of Federal Regulations by adding part 972. This new part 972 implements section 533 of the Quality Housing and Work Responsibility Act of 1998 which requires every public housing authority to conduct and submit to HUD an initial assessment to determine if statutory objectives would be satisfied by converting certain developments or parts of developments to tenant-based assistance.

Acting on behalf of the Housing Authority of the City of High Point (PHA) as its Authorized Official, I make the following certifications and assurances to HUD regarding:

Project No.            *NC006020*  
Project Name:        *Scattered Sites*  
Project Address:     *High Point, NC*

I hereby certify that the development named above:

- Is not subject to required conversion under 24 CFR part 971;
- Is not the subject of an application for demolition or disposition that has been approved by HUD, or submitted to HUD and awaiting determination;
- Is not a HOPE VI revitalization site; and
- Is not applied for and received HUD designation for occupancy only by the elderly and/or persons with disabilities under 24 CFR part 945.

I further certify that I have:

- Reviewed the development's operation as public housing;
- Considered the implications of converting the development to tenant-based assistance, and
- Concluded that the conversion of the development may be:
  - ☐ Appropriate because removal of the development would meet the necessary conditions for voluntary conversion described below.

OR

- ☐ Inappropriate because removal of the development would not meet the necessary conditions for voluntary conversion described below.

**Necessary conditions for voluntary conversion:**

- Conversion to tenant-based assistance would be more expensive than continuing to operate the development (or portion of it) as public housing;
- Conversion to tenant-based assistance would principally benefit the residents of the public housing development to be converted and the community; and
- Conversion to tenant-based assistance would not adversely affect the availability of affordable housing in the community.

Signature: \_\_\_\_\_ Date: February 27, 2002  
Larry B. Raines  
Acting Executive Director